

Exhibit "D"

RECORDING REQUESTED BY

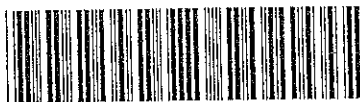
OFFICE OF THE CITY ATTORNEY

WHEN RECORDED MAIL TO:

OFFICE OF THE CITY ATTORNEY
Attn: Barbara C. Wright, Legal Analyst
200 E. Santa Clara St., 16th Floor
SAN JOSE, CALIFORNIA 95113

408-535-1900

DOCUMENT: 20730261



Pages: 101

Fees.... * No Fees
Taxes...
Copies.. _____
AMT PAID

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
City

RDE # 011
6/03/2010
12:31 PM

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**FIRST COURT MODIFICATION OF THE PERMANENT
INJUNCTION AND FINAL JUDGMENT PURSUANT TO
STIPULATION FILED ON APRIL 11, 1997; AND ORDER;
FILED ON MAY 24, 2010**

**CASE NUMBER: 1-96-CV 759667
CITY OF SAN JOSE vs ALVAREZ, et al**

DOCUMENT TITLE

**TO BE RECORDED WITHOUT FEE PURSUANT TO
GOVERNMENT CODE SECTIONS 6103 AND 27383**

1 RICHARD DOYLE, City Attorney (#88625)
2 GEORGE RIOS, Assistant City Attorney (#077908)
3 DAISY M. NISHIGAYA, Deputy City Attorney (#186614)
4 Office of the City Attorney
200 E. Santa Clara Street
San Jose, California 95113
Telephone: (408) 535-1900

5 Attorneys for Plaintiff CITY OF SAN JOSE and
6 PEOPLE OF THE STATE OF CALIFORNIA

7
8 DENIS F. SHANAGHER (#100222)
9 LUCE, FORWARD, HAMILTON & SCRIPPS LLP
121 Spear Street, Suite 200
San Francisco, CA 94105
10 Telephone: (415) 356-4626

11 Attorneys for Plaintiff GINDIN-R&B COMPANY

FILED

MAY 24 2010

DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of Santa Clara County
BY Trang Vu DEPUTY

12
13 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

14 CITY OF SAN JOSE; PEOPLE OF THE
15 STATE OF CALIFORNIA; GINDIN-R&B
16 COMPANY

17 Plaintiff,

18 vs.

19 MARTIN & ROSANNA ALVAREZ, et al.

20 Defendants.

NO. 1-96-CV 759667

FIRST COURT MODIFICATION OF
THE PERMANENT INJUNCTION AND
FINAL JUDGMENT PURSUANT TO
STIPULATION FILED ON APRIL 11,
1997; AND ORDER

DATE: January 29, 2010

TIME: 9:00 a.m.

DEPT: 20

JUDGE: Hon. Mary Jo Levinger

21
22
23 Plaintiff's Motion to Modify the Permanent Injunction and Final Judgment Pursuant to
24 Stipulation filed on April 11, 1997, came on regularly for hearing in Department 20 of the
25 above-entitled Court on January 29, 2010.

26 ///
27
28

1 After full consideration of the evidence submitted, the Court conducted a review of the
2 Permanent Injunction and Final Judgment Pursuant to Stipulation filed on April 11, 1997, and
3 **GOOD CAUSE APPEARING THEREFOR, IT IS ORDERED THAT:**

4 1. Plaintiff's Request for Judicial Notice is GRANTED.

5 2. Plaintiff's Motion is GRANTED.

6 **IT IS FURTHER ORDERED THAT THE PERMANENT INJUNCTION AND FINAL**
7 **JUDGMENT PURSUANT TO STIPULATION FILED ON APRIL 11, 1997, IS HEREBY**
8 **MODIFIED BY THIS COURT AS FOLLOWS, AND THE FOLLOWING TERMS AND**
9 **PROVISIONS SHALL BE A PART OF THE FIRST COURT MODIFICATION OF THE**
10 **PERMANENT INJUNCTION AND FINAL JUDGMENT:**

11 1. Except as expressly stated herein, all terms and conditions of the Permanent
12 Injunction and Final Judgment Pursuant to Stipulation filed on April 11, 1997, attached hereto
13 as Exhibit A and incorporated herein, shall remain in full force and effect.

14 2. The following provision shall supersede Paragraph 33 of the Permanent
15 Injunction and Final Judgment Pursuant to Stipulation filed on April 11, 1997:

16 "33. Each and all of the requirements for compliance with the terms
17 and provisions of the Permanent Injunction Pursuant to Stipulation filed on April
18 11, 1997, shall be continuing in nature. However, nothing shall prevent any
19 party hereto, or any successor or assign of any party, from seeking further
20 modification to or relief from any or all provisions of this Permanent Injunction
21 and Final Judgment Pursuant to Stipulation filed on April 11, 1997, and
22 modified on January 29, 2010, (hereinafter "First Court Modified Permanent
23 Injunction") at any time."

24 3. On or about January 29, 2020, the Court shall conduct a review of the
25 status, and all terms and conditions, in whole or in part, of this First Court Modified
26 Permanent Injunction. This First Court Modified Permanent Injunction shall remain in
27 full force and effect unless modified by the Court after said review by the Court or
28

1 pursuant to Paragraph 33 of the Permanent Injunction and Final Judgment.

2 4. Each and all of the terms and conditions of this First Court Modified Permanent
3 Injunction shall apply to the property owners, their employees, representatives, agents,
4 servants, assignees, successors in interest, and all those acting in interest with the property
5 owners, of the following properties located in the City of San Jose, County of Santa Clara,
6 State of California:

7 A. 1330 Carnelian Drive, owned by VICTOR M. ALVAREZ and ANGELICA M. ALVAREZ

8 B. 1339 Carnelian Drive, owned by FATMIR ALAJ and SUZANA ALAJ

9 C. 1340 Carnelian Drive, owned by RUSSELL K. TARANTO

10 D. 1351 Carnelian Drive, owned by RIGOBERTO VILLA

11 E. 1352 Carnelian Drive, owned by ALLEN WONG and LILLIAN WONG

12 F. 1359 Carnelian Drive, owned by HENRY H. AU, YEN L. AU, and MINH HOC AU

13 G. 1360 Carnelian Drive, owned by BERNARDINO A. GABRIEL and HONORIA T.

14 GABRIEL

15 H. 1371 Carnelian Drive, owned by MANUEL TORRES, ORLANDO TORRES, and

16 CESAR TORRES

17 I. 1372 Carnelian Drive, owned by VINCENTE J. ALVAREZ and CARMEN ALVAREZ

18 J. 1379 Carnelian Drive, owned by ALI FATAPOUR and SHOHREH FATAPOUR

19 K. 1387 Carnelian Drive, owned by DDS INVESTMENT GROUP, INC. (DYLAN

20 NGUYEN, AGENT FOR SERVICE OF PROCESS) and NG A T. VO

21 L. 1404 Carnelian Drive, owned by CARLOS LOPEZ and SAN JUANA JEANNIE LOPEZ

22 M. 1405 Carnelian Drive, owned by RAUL M. LOPEZ and CELIA C. LOPEZ

23 N. 1411 Carnelian Drive, owned by SAMUEL LUQUIN

24 O. 1412 Carnelian Drive, owned by NANFANG HU and XIAOQING MA

25 P. 1436 Carnelian Drive, owned by JOSE ERNESTO RAMIREZ

26 Q. 1324 Crucero Drive, owned by ROGER T. LE and VICTORIA T. PHAM

27 R. 1328 Crucero Drive, owned by ADILIA MARTINEZ

28

- 1 S. 1332 Crucero Drive, owned by JONATHAN M. MARIANO and LIGAYA MARIANO
2 T. 1334 Crucero Drive, owned by ANNIE THACH NIM
3 U. 1339 Crucero Drive, owned by ARNOLD ORTIZ and REINEE MARIE ORTIZ
4 V. 1550 Crucero Drive, owned by ALLEN WONG
5 W. 1558 Crucero Drive, owned by MASAE TOLLER and WILLIAM TOLLER
6 X. 1574 Crucero Drive, owned by JUAN GONZALEZ GALLO and OBDULIA ALVAREZ
7 GONZALEZ
8 Y. 1594 Crucero Drive, owned by MARK DAI
9 Z. 1604 Crucero Drive, owned by JOE ABEL PONTE and MARIA E. PONTE
10 AA. 1612 Crucero Drive, owned by GARY G. ZHANG
11 BB. 1620 Crucero Drive, owned by AGUSTIN GONZALEZ and SILVINA GONZALEZ,
12 TRUSTEES OF THE 2002 GONZALEZ FAMILY TRUST DATED JULY 19, 2002
13 CC. 1640 Crucero Drive, owned by BE NGUYEN
14 DD. 1352 Dubert Lane, owned by SILAS NWAGWU and VIVIAN NWAGWU
15 EE. 1353 Dubert Lane, owned by SANTOS SANCHEZ, SR. and ESPERANZA SANCHEZ
16 FF. 1360 Dubert Lane, owned by PETER ASPOY
17 GG. 1368 Dubert Lane, owned by JIMMY LEE
18 HH. 1369 Dubert Lane, owned by YUNG LE
19 II. 1384 Dubert Lane, owned by EFRAIN RAMOS and MARITZA R. RAMOS
20 JJ. 1385 Dubert Lane, owned by SILVESTRE C. DUENAS and MARIA TERESA
21 DUENAS, TRUSTEES OF THE SILVESTRE C. DUENAS AND MARIA TERESA
22 DUENAS 2001 LIVING TRUST
23 KK. 1400 Dubert Lane, owned by TERESA Y. HUNG and HUI CAI
24 LL. 1401 Dubert Lane, owned by TORBIO VALDIVIA and LUZ VALDIVIA
25 MM. 1408 Dubert Lane, owned by JOHN IWANAGA
26 NN. 1409 Dubert Lane, held in title by CAL WESTERN RECON CORP (FOR) BANK OF
27 AMERICA
28

1 OO. 1417 Dubert Lane, owned by HAWK L. LOU and KETTY FONG LOU
2 PP. 1424 Dubert Lane, owned by EDWARD BARR, TRUSTEE OF THE EDWARD T.
3 BARR TRUST, BY HIS ATTORNEY IN FACT, KIM B. NGUYEN
4 QQ. 1441 Dubert Lane, owned by HORTENCIA MAGANA
5 RR. 1449 Dubert Lane, owned by GUILLERMO GUZMAN and THEODORA GUZMAN
6 SS. 1328 Santee Drive, owned by HARDEV S. TAKHAR and KANWAJIT K. TAKHAR
7 TT. 1338 Santee Drive, owned by MANH LE and HOA LI
8 UU. 1351 Tami Lee Drive, owned by ADALBERTO VARGAS and MARIA Z. VARGAS
9 VV. 1359 Tami Lee Drive, owned by AMEDEO F. CARUANA
10 WW. 1360 Tami Lee Drive, owned by ELIZABETH LY.
11 XX. 1375 Tami Lee Drive, owned by JOE M. CABRERA and MARTHA M. CABRERA
12 YY. 1383 Tami Lee Drive, owned by VIET QUOC NGO and KIM OANH NGO
13 ZZ. 1391 Tami Lee Drive, owned by JUVENAL CARRASCO
14 AAA. 1398 Tami Lee Drive, owned by JOB CRUZ and JULIA CRUZ
15 BBB. 1399 Tami Lee Drive, owned by EMILIO L. ESTRADA and REYNA VALENCIA
16 ESTRADA
17 CCC. 1406 Tami Lee Drive, owned by PARAMJIT S. JOHL
18 DDD. 1407 Tami Lee Drive, owned by HUOT V. HUA and HONG HUA
19 EEE. 1414 Tami Lee Drive, owned by VERN C. VANDERBILT and LYNNE H. BROWN,
20 COTRUSTEES OF THE VANDERBILT/BROWN FAMILY TRUST DATED 1/13/04
21 FFF. 1431 Tami Lee Drive, owned by HUNG LAM and THAO DU
22 GGG. 1438 Tami Lee Drive, owned by WESLEY CHENG and JULIE CHENG
23 HHH. 1439 Tami Lee Drive, owned by ANAMARIA ESQUIVEL and MARTIN ESQUIVEL
24

25 5. The property owners of the properties listed above, and any subsequent
26 successors in interest, shall provide any buyer or other person, corporation, or other entity
27 acquiring the subject property with a copy of this Modified Permanent Injunction, and with
28 written notice that the buyer or other person, corporation or other entity acquiring the property

1 is subject to all the terms and conditions hereof.

2 6. The Court shall retain jurisdiction over this First Court Modified Permanent
3 Injunction for purposes of interpretation of the terms and conditions hereof and/or the
4 resolution of any disputes arising herefrom.

5 8. Nothing herein limits the City of San Jose from taking any action or seeking any
6 remedy for violations of the San Jose Municipal Code relating to the subject properties,
7 including criminal, civil and/or administrative remedies. The City of San Jose reserves the
8 right to proceed with contempt proceedings and seek statutory contempt sanctions for any
9 violations of the First Court Modified Permanent Injunction.

10 4. This First Court Modified Permanent Injunction, with a copy of the
11 Permanent Injunction and Final Judgment Pursuant to Stipulation filed on April 11,
12 1997, attached hereto as Exhibit A, shall be recorded with the Santa Clara County
13 Recorder's Office.

14 IT IS SO ORDERED.

15 Date: May 20, 2010


THE HONORABLE MARY JO LEVINGER
JUDGE OF THE SUPERIOR COURT

Mary Jo Levinger

18
19 APPROVED AS TO FORM AND CONTENT:

20
21 By: 

Mary Toller, Property Manager for Owners,
Masae Toller and William Toller
1558 Crucero Drive, San Jose, CA 95122

22
23 APPROVED AS TO FORM AND CONTENT:

24 Party failed to sign document within the time required
25 by Rule #3.1312 of the California Rules of Court.

26 By:

Teresa Y. Hung, Self-Managed Owner
1400 Dubert Lane, San Jose, CA 95122

27 ///

1 APPROVED AS TO FORM AND CONTENT:

2 Party failed to sign document within the time required
3 by Rule #3.1312 of the California Rules of Court.

4 By:

Hui Cai, aka, Hanna Cai, Self-Managed Owner
1400 Dubert Lane, San Jose, CA 95122

5
6 APPROVED AS TO FORM AND CONTENT:

7 Party failed to sign document within the time required
8 by Rule #3.1312 of the California Rules of Court.

9 By:

Kim B. Nguyen, Attorney-in-Fact for Edward Barr,
Owner, 1424 Dubert Lane, San Jose, CA 95122

10 APPROVED AS TO FORM AND CONTENT:

11 Party failed to sign document within the time required
12 by Rule #3.1312 of the California Rules of Court.

13 By:

Ligaya Mariano, Owner
1332 Crucero Drive, San Jose, CA 95122

14
15 APPROVED AS TO FORM AND CONTENT:

16 Party failed to sign document within the time required
17 by Rule #3.1312 of the California Rules of Court.

18 By:

Gary G. Zhang, Owner
1612 Crucero Drive, San Jose, CA 95122

EXHIBIT A

1 JOAN R. GALL, City Attorney (#65875)
2 GEORGE RIOS, Assistant City Attorney (#077908)
3 CAROL C. WEINSTEIN, Sr. Deputy City Attorney (#116872)
4 Office of the City Attorney
151 West Mission Street
San Jose, California 95110
Telephone: (408) 277-4454

5 Attorneys for Plaintiffs
6 CITY OF SAN JOSE and
PEOPLE OF THE STATE OF CALIFORNIA

7 DENIS F. SHANAGHER (#100222)
8 MICHAEL J. STORTZ (#139386)
9 PREUSS, WALKER & SHANAGHER LLP
10 595 Market Street, 16th Floor
San Francisco, California 94105-2813

11 Attorneys for Plaintiff GINDIN-R&B COMPANY

12
13 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
14

15 CITY OF SAN JOSE; PEOPLE OF THE
16 STATE OF CALIFORNIA; GINDIN-R&B
COMPANY.

17 Plaintiffs,

18 vs.
19

20 MARTIN C. & ROSANNA M. ALVAREZ;
21 GREG ANDERSON; BILL & REBECCA
22 ARMSTRONG; FLORENCIA A.
23 ATKINSON; JUAN G. & ALICIA F. AYALA;
24 YANG-JWUN BAO; EDWARD BARR; JOE
25 M. & MARTHA M. CABRERA; JOEL R.
26 CARTER; EPHRAIM G. & OFEMIA D.
27 CENCEPCION; WILLIAM T. CHAN;
28 JAMES & JEANINE CLEMONS;
BARBARA J. COTTREL; KEVIN DUFFY;
ESMERALDO V. & ANTONINA T.
ESPOSO; DANTE & CARMELITA
ESPOSO; MARIA A. FERRARI;
BORGHILD M. FINKE; HENRY L. FINLAY;
BILL I. & ROSE Y. FUKUBA;
BERNARDINO A. & HONORIA T.

(ENDORSED)
FILED
APR 11 1997

STEPHEN V. LOVE
County Clerk
Santa Clara County
BY _____ DEPUTY

NO. CV 759667

PERMANENT INJUNCTION AND
FINAL JUDGMENT PURSUANT TO
STIPULATION

1 GABRIEL; PHIL GIN; CORRINE &
2 JONATHAN GONZALEZ; WILLIAM W. &
3 MARLENE GREER; RAMIEL L. & ELSIE
4 A. GUTIERREZ; GUILLERMO G. &
5 TEODORA P. GUZMAN; ROSALINA R.
6 HAFALIA; TAO-YANG HSIEH; ANGUO T.
7 & LU YEN HUANG; PACIFICO M.
8 ICASIANO; JOE Z. KUS; DEMETRIOS E.
9 & ANGELIKI D. KUTULAS; KAI Y. &
10 GOTIA LAU; MANH & LI HOA LE; TRANG
11 U. LE; T. & HO AI THI LECUONG; KAYNE
12 & LINDA S. LIM; FRANK F. & LORI J.
13 LINDSEN; KUO-HSIANG & PI-YAO LIOU;
14 DAVID B. & CLARA A. LUCERO;
15 IGNACIO & RAQUEL MADRIZ; GILBERT
16 & CECILIA MAROSI; WILLIAM L.
17 McHARGUE; ABRAHAM L. & REMEDIOS
18 M. MENDOZA; THELMA T. & ROGELIO
19 A. MILLARE; GUILLERMO R. & ROSA I.
20 MUNOZ; TAI & HAN MAI N. NGO; HUNG
21 M. & DIEP M. NGUYEN; SAU &
22 DIEUXUAN T. NGUYEN; SON & VU LIEN
23 NGUYEN; THANG X. & ANH K. NGUYEN;
24 JOSE C. NUNES; SEVERO C. OZUNA;
25 MARTINA E. & GABRIEL PADILLA;
26 JORGE L. & PAMELA C. PALACIOS;
27 EDEN E. & JAIME F. PANTALEON;
28 DAVID PERRY; HOANG H. PHAM;
DANNY QUAN; SOLEDAD F. SALVADOR;
SANTOS SR. & ESPERRANZA
SANCHEZ; EDUARDO V. & MERCEDITA
A. SANTOS; RAMONA E. SCHILLINGER;
HARDEV S. & KANWALJIT K. TAKHAR;
MASAE TOLLER; RUDOLF & HELEN H.
USSENKO; ALVINO VALLES; ALVINO
VALLEZ; ADALBERTO & MARIA Z.
VARGAS; STEPHEN D. VOGEL; SURESH
H. & SHOBHA S. VORA; PO H. & TSUI C.
WONG; RAYMOND WONG; CHO Y. &
BIG H. YU; JOE Y. & NG M. YUEN;
WALNUT GROVE INCOME ESTATES
HOMEOWNERS ASSOCIATION;
WALNUT WOODS NEIGHBORHOOD;
and DOES 1 through 1,000, inclusive,

Defendants.

1. IT IS HEREBY STIPULATED between the plaintiffs, CITY OF SAN JOSE and
2 PEOPLE OF THE STATE OF CALIFORNIA by and through Joan R. Gallo, City Attorney for
3 the City of San Jose; plaintiffs, GINDIN-R&B COMPANY by and through their attorney Denis
4 Shanagher of Preuss, Walker & Shanagher; and Defendants MARTIN C. & ROSANNA M.
5 ALVAREZ; FLORENCIA A. ATKINSON; YANG-JWUN BAO; JOE M. & MARTHA M. CABRERA;
6 EPHRAIM C. & OFEMIA D. CENCEPCION; JAMES & JEANINE CLEMONS; BARBARA J.
7 COTTREL; ESMERALDO V. & ANTONINA T. ESPOSO; DANTE ESPOSO; HENRY L. FINLAY;
8 BERNARDINO A. & HONORIA T. GABRIEL; CORRINE & JONATHAN GONZALEZ; WILLIAM W. &
9 MARLENE GREER; RAMIEL L. & ELSIE A. GUTIERREZ; GUILLERMO G. & TEODORA P.
10 GUZMAN; ROSALINA R. HAFALIA; TAO-YANG HSIEH; ANGUO T. & LU YEN HUANG; PACIFICO
11 M. ICASIANO; KAI Y. & GOTIA LAU; MANH & LI HOA LE; KAYNE & LINDA S. LIM; KUO-HSIANG &
12 PI-YAO LIOU; DAVID B. & CLARA A. LUCERO; IGNACIO & RAQUEL MADRIZ; WILLIAM L.
13 McHARGUE; ABRAHAM & REMEDIOS MENDOZA; THELMA T. & ROGELIO A. MILLARE;
14 GUILLERMO R. & ROSA I. MUNOZ; SEVERO C. OZUNA; EDEN E. & JAIME F. PANTALEON;
15 DAVID PERRY; SOLEDAD F. SALVADOR; SANTOS SR. & ESPERRANZA SANCHEZ; EDUARDO
16 V. & MERCEDITA A. SANTOS; MASAE TOLLER;; ALVINO VALLES(Z); ADALBERTO & MARIA Z.
17 VARGAS; STEPHEN D. VOGEL; PO H. & TSUI C. WONG; CHO Y. & BIG H. YU by and through
18 their attorney Fenn C. Horton, III; and Defendants EDWARD BARR; RUDOLF & HELEN H.
19 USSENKO; GILBERT & CECILIA MAROSI; HARDEV S. & KANWALJIT K. TAKHAR; BILL I. & ROSE
20 Y. FUKUBA by and through their attorney Stephen Loquashi;
21 and Defendants DEMETRIOS AND ANGELIKI KUTULAS, by and through their attorney Joseph
22 R. Kafka, and it appearing to the Court that the parties have stipulated and consented to the
23 entry of the Permanent Injunction herein, prior to the taking of the proof, without trial or
24 adjudication of any issues of fact or law and without admission of any of the allegations
25 herein; and this Court having considered the matter, the pleadings and the Permanent
26 Injunction And Final Judgment Pursuant To Stipulation herein, and for good cause appearing
27 therefore,

28 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1
2 PERMANENT INJUNCTION

3 PROPERTY OWNER RESPONSIBILITY

4 1. Each of the undersigned Defendants shall be responsible for conformity with each and
5 all of the terms and conditions of this Permanent Injunction and Final Judgment
6 Pursuant to Stipulation relating to the properties that they own.

7 The undersigned Defendants or their designees shall make themselves available to
8 attend monthly meetings with the Plaintiffs. At least one property owner of each of the
9 subject properties owned by the undersigned Defendants shall attend a consolidated
10 quarterly owners meeting with the City Attorney or her designee commencing in March
11 of 1997 and at regular three (3)-month intervals thereafter, for a period of two (2)
12 years, to discuss neighborhood problems and issues relating to the injunction. The
13 Court-appointed Monitor (as described in paragraph 34 hereof) can attend as he
14 deems appropriate or undersigned Defendants can request the attendance of the
15 Court-appointed Monitor at the monthly meetings as they deem appropriate.

16 2. The undersigned Defendants who are part of the neighborhood known as "Walnut
17 Grove" shall attend regular meetings of the "Walnut Grove Income Estates
18 Homeowner's Association.

19 3. The undersigned Defendants shall, within ninety (90) days of the signing of this
20 Permanent Injunction and Final Judgment Pursuant to Stipulation, attend the following
21 training courses provided by the Tri-County Apartment Association ("TCAA"):
22 "Essentials of Real Estate Management" (7 hours); and "Liability and Maintenance" (3
23 hours).

24 PHYSICAL IMPROVEMENTS

25 4. The undersigned Defendants shall immediately correct all existing code violations, as
26 identified in the pleadings and evidence herein. The undersigned Defendants shall
27 thereafter maintain conformity with all applicable laws and regulations concerning the
28

1 maintenance of their properties (hereinafter "subject property"), and ensure that the
2 subject property conforms to minimum standards of habitability.

3 5. The undersigned Defendants shall immediately equip the premises and the structures
4 at and upon the subject property with each and all of the following enumerated items,
5 which shall be maintained in a state of good repair:

6 (a) Posted drug abatement signs on the front and the back sides of each
7 fourplex structure. The drug abatement signs shall be an 11 inch by 17 inch
8 version of copies that have been furnished by the San Jose City Attorney's
9 Office. Defendants shall be responsible for maintaining the drug abatement
10 signs in a condition of good repair and replacing them as necessary. The signs
11 shall be posted in English, Spanish, Vietnamese and Cambodian, and shall be
12 placed prominently on each structure at the subject property, to the satisfaction
13 and with the prior approval of the designee of the San Jose Police Department;

14 (b) Posted "NO TRESPASSING-NO LOITERING" signs on the front and
15 back sides of the fourplex structures. The "no trespassing-no loitering" signs
16 shall be an 11 inch by 17 inch version of copies that have been furnished by
17 the San Jose City Attorney's Office. Defendants shall be responsible for
18 maintaining the "no trespassing" signs in a condition of good repair and
19 replacing them as necessary. The signs shall be posted in English, Spanish,
20 Vietnamese and Cambodian, and shall be placed prominently on each structure
21 at the subject property, to the satisfaction and with the prior approval of the
22 designee of the San Jose Police Department;

23 (c) Apartment numbers shall be affixed to the door of each rental unit at the
24 subject property;

25 (d) Street address numbers that are plainly visible from both the street and
26 the driveways behind the fourplex properties;

27 (e) Adequate exterior lighting, to the satisfaction and with the prior approval
28 of the City Attorney or her designee, as set forth in the letter of Florence

1 Kuhlmann dated December 9, 1996, a true and correct copy of which is
2 attached hereto as Exhibit "A," which shall be subject to modification by the
3 Court upon application and a showing of good cause by any of the undersigned
4 parties. The undersigned Defendants shall submit appropriate applications,
5 fees and a written plan to the San Jose Planning Department for pre-approval
6 of the installation of the required exterior lighting, to the extent required by law.
7 The application for the installation of any required exterior lighting may be
8 included in the application for landscaping, irrigation and fencing, under the
9 same terms and procedures described in paragraphs 7 and 8 herein.

10 (f) Fire extinguishing equipment and smoke alarms in compliance with all
11 applicable laws and regulations.

12 6. Throughout the duration of this Permanent Injunction And Final Judgment Pursuant
13 To Stipulation, the undersigned Defendants shall at all times keep current the Penal
14 Code Section 602(n) authorization letter, which letter shall be signed and delivered to
15 the San Jose City Attorney's Office, and which letter shall authorize the San Jose
16 Police Department to enter Defendants' properties to enforce trespassing and other
17 laws on their respective properties, using the form letter with the agreed upon form
18 and content, a true and correct copy of which is attached hereto as Exhibit "B."
19 Renewal of the Penal Code Section 602(n) authorization letter shall be made in
20 conformity with the provisions of this paragraph and with the provisions of Penal Code
21 Section 602(n), which specifies that six (6) months is the maximum duration of each
22 written authorization.

23 7. The undersigned Defendants shall, within twenty (20) days of the signing of this
24 Permanent Injunction And Final Judgment Pursuant To Stipulation, submit appropriate
25 application(s), fees and a written plan to the San Jose Planning Department for
26 landscaping and irrigation of the grounds of the subject properties, so as to eliminate
27 unsafe and blighted conditions at the subject properties. Once a written plan for
28 landscaping is approved by the San Jose Planning Department, the undersigned

1 Defendants shall comply with reasonable deadlines for completion of the landscaping
2 and irrigation system, as determined by the San Jose Planning Department. The
3 specifications for the required landscaping and irrigation, and a prototypical plan and
4 conditions for landscaping and irrigation, are set forth in Exhibit "C" hereto. The
5 undersigned Defendants may each submit an application, fee, plan, photographs and
6 Assessor's Parcel Map of the subject properties to the San Jose Planning Department
7 for the implementation of landscaping, irrigation and fencing at the subject properties.
8 The application process shall include a written application identifying each of the
9 subject properties, written plans which are consistent with the specifications and
10 prototypical plans and conditions provided in Exhibit "C," and one application fee of
11 two hundred and fifteen dollars (\$215), to encompass those fourplex properties where
12 the landscaping, irrigation and fencing plans are uniform. Should any of the
13 undersigned Defendants wish to submit an application for landscaping, irrigation,
14 and/or fencing which are different from the specifications, prototypical plans or
15 conditions provided by the City of San Jose, they shall comply with the requirements
16 of submitting an individual application, plan and fee, and shall not be eligible for the
17 group rate and plan described above. The procedure described in this paragraph for
18 a group application, plan and fee shall be available only until and including March 31,
19 1997, and shall apply only to the landscaping, irrigation and fencing of the front
20 grounds of the subject properties.

- 21 8. The undersigned Defendants shall, within twenty (20) days of the signing of this
22 Permanent Injunction And Final Judgment Pursuant To Stipulation, submit appropriate
23 application(s), fees and a written plan to the San Jose Planning Department for
24 installation of fencing to enclose the front yards of the fourplexes. Once a written plan
25 for installation of fencing is approved by the San Jose Planning Department, the
26 undersigned Defendants shall comply with reasonable deadlines for completion of the
27 installation of fencing, as determined by the San Jose Planning Department. The
28 specifications for the required fencing, and a prototypical plan and conditions for

fencing, are set forth in Exhibit "C" hereto. The undersigned Defendants may submit an application, fee, plan, photographs and Assessor's Parcel Map of the subject properties to the San Jose Planning Department for the implementation of landscaping, irrigation and fencing at the subject properties. The application process shall include a written application identifying each of the subject properties, written plans which are consistent with the specifications and prototypical plans and conditions provided in Exhibit "C," and one application fee of two hundred and fifteen dollars (\$215), to encompass those fourplex properties where the landscaping, irrigation and fencing plans are uniform. Should any of the undersigned Defendants wish to submit an application for landscaping, irrigation, and/or fencing which are different from the specifications, prototypical plans or conditions provided by the City of San Jose, they shall comply with the requirements of submitting an individual application, plan and fee, and shall not be eligible for the group rate and plan described above. The procedure described in this paragraph for a group application, plan and fee shall be available only until and including March 31, 1997, and shall apply only to the landscaping, irrigation and fencing of the front grounds of the subject properties.

PROPERTY MAINTENANCE

9. The undersigned Defendants shall, immediately remove any and all existing graffiti at the subject property, and shall thereafter remove any existing graffiti within forty-eight (48) hours.
10. The undersigned Defendants shall immediately provide the following maintenance at and upon the premises of the subject property, said maintenance to be provided on a continual basis:
 - (a) Remove litter on a daily basis;
 - (b) Cause garbage to be stored in proper garbage bins with adequate bin capacity; and cause garbage to be removed from the premises of the subject

1 properly, as required by the San Jose Municipal Code, and eliminate
2 improperly stored and overflowing uncollected garbage within 24 hours;
3 (c) Cause recyclable materials to be stored in proper recycling bins and to
4 be removed from the premises of the subject property as required by the San
5 Jose Municipal Code, and immediately eliminate and properly dispose of
6 improperly stored items;
7 (d) Cause proper and daily removal of refrigerators, furniture, and other
8 appliances and debris that are left on the premises of the subject property;
9 (e) Post towing signs in the parking areas, as required by the contract tow
10 company.

11 PROPERTY MANAGEMENT

12 11. The undersigned Defendants shall, within thirty (30) days of the signing of this
13 Permanent Injunction And Final Judgment Pursuant To Stipulation, execute a contract
14 with a qualified, professional property management company to provide competent,
15 full-time property management as outlined herein at the subject property. The
16 property management company and any and all property managers shall be identified
17 by the undersigned Defendants and pre-approved by the Court-appointed Monitor.
18 Defendants shall provide by facsimile transmission or personal service to the Plaintiffs
19 and the Court-appointed Monitor a written list of references and properties currently
20 managed by the proposed property management company. Plaintiffs shall be given a
21 period of five (5) working days from the date that this written information is received to
22 provide the Court-appointed Monitor with Plaintiffs' recommendations and/or
23 comments with regard to the property management company. Approval or non-
24 approval shall thereafter be given by the Court-appointed Monitor, within ten (10)
25 working days of the last date for the submission of a response by the Plaintiffs. The
26 undersigned Defendants shall advise the property manager(s) of each and all of the
27 terms and conditions of this Permanent Injunction And Final Judgment Pursuant To
28 Stipulation, and the property manager(s) shall at all times advise the owner of steps

1 required to maintain the subject property in conformity with the terms and conditions of
2 this Permanent Injunction and Final Judgment Pursuant to Stipulation. The
3 undersigned Defendants shall thereafter notify the Plaintiffs, in writing, before any
4 changes in property management are implemented at the subject property. Any and
5 all changes in property management at the subject property must be pre-approved
6 under the same terms specified in this paragraph for initial approval/non-approval of
7 property management. The undersigned Defendants shall be responsible for ensuring
8 that the property manager(s) are performing their duties in conformity with the
9 provisions of this Permanent Injunction And Final Judgment Pursuant To Stipulation.
10 Nothing in this paragraph will require the property owner to authorize the property
11 manager to expend funds or initiate legal proceedings on behalf of the owner without
12 owner approval.

13 14 Written Rental Applications and Agreements

15 12. The undersigned Defendants shall, within thirty (30) days of the signing of this
16 Permanent Injunction And Final Judgment Pursuant To Stipulation, implement and
17 maintain a new written Rental Application form for each renter at the subject property.
18 The written Rental Application form shall be fully completed for each current tenant
19 and each future tenant applicant, and shall include but not be limited to the following
20 information for each adult over the age of eighteen (18):

- 21 (a) Full name, including last name, first name and middle name;
- 22 (b) Date of birth;
- 23 (c) Photocopies of two (2) forms of identification, including a photo
24 identification;
- 25 (d) Disclosure of any convictions during the past five (5) year period for any
26 felony; any crime involving the sale, use or possession of any controlled
27 substance; and any crime involving vandalism.
- 28

1 13. A copy of the written Rental Application form, which includes each and all of the above
2 provisions 12(a) through 12(d), shall be provided to the City Attorney or her designee
3 upon request, within forty-eight (48) hours;

4 14. The undersigned Defendants shall, within forty-five (45) days of the signing of this
5 Permanent Injunction And Final Judgment Pursuant To Stipulation, implement and
6 maintain a written Rental Agreement for each renter at the subject property. The
7 written Rental Agreement shall be completed for each existing rental unit, for both
8 current tenants and future tenants. The Rental Agreement shall be fully completed by
9 all of the current and future adult tenants of each rental unit, and shall include but not
10 be limited to the following information, which information shall be kept current and
11 accurate:

12 (a) The full name of each of the tenants currently residing in each rental unit
13 at the subject property;

14 (b) The license plate numbers of tenants' vehicles that are approved by
15 management for on-site parking at the subject property;

16 (c) A photocopy of a photo identification for each adult tenant;

17 (d) A rental clause which provides that if there is any change in the
18 residents occupying the rental units subsequent to the execution of the Rental
19 Agreement, the tenants must provide written notice to the property manager of
20 any and all such changes in both the number and the identity of the new
21 tenant(s) living in that rental unit, and must get approval from the property
22 owner prior to implementing any such change in tenancy;

23 (e) A rental clause prohibiting subletting of any residential unit at the subject
24 property, without the property owner's written approval, which shall not be
25 unreasonably withheld. Any and all sublessees must comply with all the criteria
26 herein which applies to written rental applications and written rental
27 agreements;
28

- (f) A rental clause limiting the maximum number of occupants for each rental unit at the subject property, in conformity with all applicable State and local occupancy standards;
- (g) A rental clause prohibiting anyone other than the identified and approved tenants from residing at subject property;
- (h) A rental clause prohibiting any guest of the approved tenants from staying at the subject property for a period of over thirty (30) days during any calendar year;
- (i) A rental clause requiring proper disposal of garbage and separation and deposit of recyclable materials at the subject property;
- (j) A rental clause which provides that if any occupant of a rental unit at the subject property is found to be selling, possessing, using or under the influence of any controlled substance at the subject property, or if any of the tenant's visitors to a rental unit are found to be selling, using or under the influence of any controlled substance at the subject property, then this shall be cause for immediate termination of the rental agreement for all occupants of that rental unit;
- (k) A rental clause that incorporates written tenant "Rules Of Conduct" for the tenants.

15. The written Rental Agreement, which includes each and all of the above provisions 14(a) through 14(k), shall be maintained by the property manager for each rental unit, and shall be immediately provided to the City Attorney or her designee upon request, within forty-eight (48) hours. The information contained in the written Rental Agreement shall be provided to non-English speaking tenants in Spanish, Vietnamese and Cambodian upon the tenant's request. The tenants shall be advised by the property owner of the availability of the written rental agreement in each of these languages.

Tenant Identification

1 16. The undersigned Defendants shall, within thirty (30) days of the signing of this
2 Permanent Injunction and Final Judgment Pursuant to Stipulation, and at all times
3 thereafter, monitor, maintain and make available to the Plaintiffs, upon request, within
4 forty-eight (48) hours, in writing, an updated and current listing identifying each and all
5 of the adult tenants residing at the subject property, as well as copies of the written
6 rental agreements, photocopies of a photo identification for each adult tenant, and
7 tenant "Rules Of Conduct."

8 Tenant Rules Of Conduct

9 17. The undersigned Defendants shall, within thirty (30) days of the granting of this
10 Permanent Injunction And Final Judgment Pursuant To Stipulation, provide to all
11 current tenants written "Rules Of Conduct." At all times thereafter, the written "Rules
12 of Conduct" shall be provided to future tenants at the time that the written rental
13 agreement is executed. The written "Rules Of Conduct" shall be signed by all adult
14 tenants over the age of eighteen (18) at the time that the written rental agreement is
15 executed. The "Rules Of Conduct" shall state that the tenants are required to conform
16 to the following standards at the subject property:

- 17 (a) Comply with all of the terms and conditions of the written rental
18 agreement;
 - 19 (b) Limit the persons who are residing at the residential units to the persons
20 who are identified and approved for tenancy, and conform with all applicable
21 State and local occupancy standards;
 - 22 (c) Comply with all applicable parking provisions and refrain from storing
23 inoperable vehicles;
 - 24 (d) Properly dispose of garbage, in designated trash receptacles;
 - 25 (e) Separate and deposit recyclable materials in designated recycling
26 receptacles;
 - 27 (f) Refrain from littering;
- 28

(g) Use appliances and fixtures in the residential units in a safe and proper manner;

(h) Refrain from storing any personal belongings in an unsafe manner on any of the exterior portions of the residential premises;

(i) Refrain from creating unreasonably loud noise;

(j) Refrain from drinking alcoholic beverages in the common areas, including the carports and driveways; and on the adjacent sidewalk area;

(k) Ensure that the tenant's visitors conduct themselves in conformity with the tenant "Rules Of Conduct."

18. The information contained in the tenant "Rules Of Conduct" shall be provided to non-English speaking tenants in Spanish, Vietnamese and Cambodian upon the tenant's request. The tenants shall be advised by the property owner of the availability of the tenant rules of conduct in each of these languages.

19. Nothing herein will require the property owner to authorize the property manager to expend funds or initiate legal proceedings on behalf of the owner without express owner approval.

Responsibilities Of Property Managers

20. In order to maintain compliance with this Permanent Injunction and Final Judgment Pursuant to Stipulation, the undersigned Defendants shall, immediately upon the signing of this Permanent Injunction And Final Judgment Pursuant To Stipulation, and at all times thereafter, specifically require that the property manager(s):

(a) Conduct daily visual inspections of the common areas of the subject property to ensure decent, safe and sanitary living conditions;

(b) Conduct visual inspections of the interior portions of each of the rental units at least once every six (6) months to ensure decent, safe and sanitary living conditions;

(c) Notify the undersigned Defendants of all needed repairs and improvements to the subject property, in writing, within twenty-four (24) hours;

- (d) Remove all trash and debris from the common areas of the subject property on a daily basis;
- (e) Take all reasonably necessary steps to ensure that the tenants and visitors at the subject property refrain from conducting any illegal drug related activity or engaging in any other illegal activity at and around the subject property, and otherwise ensure conformity with the provisions of this Permanent Injunction And Final Judgment Pursuant To Stipulation;
- (f) Take all reasonably necessary steps to ensure that the tenants comply with the terms of the written Rental Agreement and the written "Rules Of Conduct;"
- (g) Report to the undersigned Defendants, in writing, any and all violations of the written Rental Agreement, the written tenant "Rules Of Conduct," and the terms and conditions of this Permanent Injunction and Final Judgment Pursuant to Stipulation, within twenty-four (24) hours;
- (h) Report to the undersigned Defendants, in writing, and to the San Jose Police Department, any and all suspected violations of law by any persons at the subject property;
- (i) Take no action that would violate the provisions of this Permanent Injunction And Final Judgment Pursuant To Stipulation;
- (j) Attend the monthly "Neighborhood Association Meeting" sponsored by "Project Crackdown;"
- (k) Perform all of the other duties required of the property manager by the property owner.
- (l) Document and report to the undersigned Defendants problems in the fourplex units that come to the attention of the property manager;
- (m) Provide quarterly status reports to the Court-appointed Monitor in the form attached as Exhibit D, which quarterly reports will be made available to Plaintiffs by the Court-appointed Monitor upon request.

1 21. Nothing in paragraph 20 above will require the property owner to authorize the
2 property manager to expend funds or initiate legal proceedings on behalf of the owner
3 without express owner approval.

4 Tenant Overcrowding

5 22. The undersigned Defendants shall, within six (6) months of the granting of this
6 Permanent Injunction And Final Judgment Pursuant To Stipulation, adopt a plan to
7 reduce the number of tenants per rental unit at the subject property, if needed, to a
8 number not to exceed the maximum number permitted by the Uniform Housing Code
9 and the San Jose Municipal Code.

10 Parking Restrictions And Towing

11 23. The undersigned Defendants shall, within forty-five (45) days of the signing of this
12 Permanent Injunction And Final Judgment Pursuant To Stipulation, implement and
13 maintain a parking policy at and upon the premises of the subject property on a
14 continual basis, including the following:

- 15 (a) Enforcing parking and towing rules;
- 16 (b) Removing abandoned vehicles within twenty-four (24) hours;
- 17 (c) Maintaining a contract with a properly permitted towing company.

18 24. The undersigned Defendants shall, within forty-five (45) days of the granting of this
19 Permanent Injunction And Final Judgment Pursuant To Stipulation, and at all times
20 thereafter, limit the parking spaces at the subject property to tenants and visitors only,
21 with the number of parking spaces per unit assigned in accordance with the written
22 provisions of the Rental Agreement. The undersigned Defendants shall designate on
23 the Rental Agreement the number of parking space(s) assigned to each rental unit.
24 Tenant cars that are approved for parking at the subject property shall have clearly
25 visible tenant parking stickers affixed to the inside rear window of each of the vehicles.
26 Separate areas for tenant parking and for visitor parking shall be clearly identified.
27 "No parking" zones shall be clearly marked. Fire zones shall be identified in
28

consultation with the San Jose Fire Department and in conformity with all applicable laws.

25. The undersigned Defendants shall, within forty-five (45) days of the signing of this Permanent Injunction And Final Judgment Pursuant To Stipulation, maintain a contract with a properly permitted towing company for the enforcement of the parking provisions of the Rental Agreement.

SECURITY

26. The undersigned Defendants shall, either individually or collectively, within thirty (30) days of the signing of this Permanent Injunction and Final Judgment Pursuant to Stipulation, execute a contract with a professional security service to provide competent security services at the subject property. The Security Officers shall be identified by the undersigned Defendants and pre-approved by the Court-appointed Monitor. Defendants shall provide by facsimile transmission or personal service to the Plaintiffs and the Court-appointed Monitor a written list of references and properties for which the proposed security service and Security Officers provide security services. Plaintiffs shall be given a period of five (5) working days from the date that this written information is received to provide the Court-appointed Monitor with Plaintiffs' recommendations and/or comments with regard to the security service and Security Officers. Approval or non-approval shall thereafter be given by the Court-appointed Monitor, within ten (10) working days of the last date for the submission of a response by the Plaintiffs. The Plaintiffs have no current objection to Defendants' continued employment of Atlas Security and Patrol. The undersigned Defendants shall advise the Security Officers of each and all of the terms and conditions of this Permanent Injunction And Final Judgment Pursuant To Stipulation, and the Security Officers shall at all times advise the property owner of steps required to maintain the subject property in conformity with the terms and conditions of this Permanent Injunction and Final Judgment Pursuant to Stipulation. The undersigned Defendants shall thereafter notify Plaintiffs, in writing, before any changes in security service and/or Security

1 Officers are implemented at the subject property. Any and all changes in security
2 service and Security Officers at the subject property must be pre-approved under the
3 same terms specified in this paragraph for initial approval/non-approval of security
4 service and Security Officers. The undersigned Defendants shall be responsible for
5 ensuring that the property manager(s) are performing their duties in conformity with
6 the provisions of this Permanent Injunction And Final Judgment Pursuant To
7 Stipulation.

8 RELOCATION OBLIGATION

9 27. The undersigned Defendants shall provide relocation assistance to the tenants of the
10 subject property, pursuant to San Jose Municipal Code §17.20.2000, *et seq.*, to the
11 extent that any tenants are displaced within the meaning of San Jose Municipal Code
12 §17.20.2050.

13 GENERAL PROVISIONS

14 28. Monetary Payments and Costs

15 The undersigned Defendants shall jointly pay a total of \$177,000 on the following
16 terms: \$5,000 payable to the Edward J. Davila, the Court-appointed Monitor, by April
17 30, 1997; \$72,500 payable to Gindin-R&B Company to be paid by April 30, 1997;
18 \$99,500 payable to the City of San Jose to be paid by April 30, 1997. In addition, the
19 individual defendants will pay the following amounts to the City of San Jose on the
20 following terms:

21 Alvarez, Martin C. & Rosanna M.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

22 Atkinson, Florencia A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

23 Bao, Yang-Jwun: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

24 Barr, Edward: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

25 Bravo, Hugo A. & Myrna M.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

26 Cabrera, Joe M. & Martha M.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

27 Clemons, James & Jeanine: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

28 Concepcion, Ephraim C. & Ofemia D.: \$500 by April 30, 1997, \$1,000 by April 30,

1 1998;
2 Cottrell, Barbara J.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
3 Esposito, Dante & Carmelita: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
4 Esposito, Esmeraldo V. & Antonia T.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
5 Finlay, Henry L.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
6 Fukuba, Bill I. & Rosa Y.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
7 Gabriel, Bernardiono A. & Honoria T.: \$500 by April 30, 1997, \$1,000 by April 30,
8 1998;
9 Gonzalez, Jonathan & Corrine: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
10 Greer, William W. & Marlene: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
11 Gutierrez, Ramiel L. & Elsie A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
12 Guzman, Guillermo G. & Teodora P.: \$500 by April 30, 1997, \$1,000 by April 30,
13 1998;
14 Hafalia, Rosalina R.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
15 Hsieh, Tao-Yang: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
16 Huang, Anguo T. & Yen Lu: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
17 Icasiano, Pacifico M.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
18 Kutulus, Demetrios E. & Angelike D. Kutulus: \$500 by April 30, 1997, \$1,000 by April
19 30, 1998;
20 Lau, Kai Y. Gotia: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
21 Le, Manh & Li Hoa: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
22 Lim, Kanye & Ling S.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
23 Liou, Kuo-Hsiang & Pi-Yao: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
24 Lucero, David B. & Clara A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
25 Madriz, Ignacio & Raquel: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
26 Marosi, Gilbert & Cecilia: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
27 McHargue, William L.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;
28 Mendoza, Abraham L. & Remedios M.: \$500 by April 30, 1997, \$1,000 by April 30,

1998;

Millare, Thelma T. & Rogelio A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Munoz, Guillermo R. & Rosa I.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Ozuna, Severo C.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Pantaleon, Eden F. & Jaime F.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Perry, David: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Salvador, Soledad F.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Sanchez, Santos & Esperanza: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Santos, Eduardo V. I Mercedita A.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Takhar, Hardev S. & Kanwaljit K.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Toller, Masae: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Ussenko, Helen H. & Rudolf: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Vallez, Alvino: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Vargas, Adalberto & Maria Z.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Vogel, Stephen D.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Wong, Po H. & Tsui C.: \$500 by April 30, 1997, \$1,000 by April 30, 1998;

Yu, Cho Y. & Big H.: \$500 by April 30, 1997, \$1,000 by April 30, 1998

The payments set forth in this paragraph are agreed to solely for the purpose of settling the lawsuit resulting in this Permanent Injunction And Final Judgment Pursuant to Stipulation and shall be in addition to any payments of costs, fees, and/or penalties arising from any contempt (or other enforcement) proceedings and/or the performance of the terms of this Permanent Injunction and Final Judgment Pursuant to Stipulation.

29. The undersigned Defendants shall obtain all permits required by law for implementation of the terms and conditions of the Permanent Injunction and Final Judgment Pursuant to Stipulation, and shall reimburse Plaintiff City of San Jose for the reasonable costs of City services and resources necessary for the review and

1 approval of the written plans that are required to be submitted by law. The parties to
2 this Permanent Injunction And Final Judgment Pursuant to Stipulation shall bear their
3 own costs and expenses, including attorneys' fees, arising from the lawsuit resulting in
4 this Permanent Injunction And Final Judgment Pursuant to Stipulation.

5 Jurisdiction

6 30. This Court has jurisdiction of the subject matter herein and the parties to this action,
7 including those persons described in paragraph 31 herein, and jurisdiction shall be
8 retained for purposes of interpretation and enforcement of the provisions of this
9 Permanent Injunction And Final Judgment Pursuant To Stipulation.

10 Applicability

11 31. Each and all of the requirements for compliance with the terms and provisions of this
12 Permanent Injunction and Final Judgment Pursuant to Stipulation shall be continuing
13 in nature. The provisions of this Permanent Injunction And Final Judgment Pursuant
14 To Stipulation are applicable to the undersigned Defendants herein, their partners,
15 successors, and assigns; and to all persons, corporations, or other entities acting by,
16 through, under or on behalf of the undersigned Defendants; and to all persons,
17 corporations, or other entities acting in concert with or participating with the
18 undersigned Defendants with actual or constructive knowledge of this Permanent
19 Injunction and Final Judgment Pursuant to Stipulation. The undersigned Defendants
20 shall, within ten (10) days after the close of escrow, provide the Court-appointed
21 Monitor and Plaintiffs with written notice of any and all new buyers or persons,
22 corporations or other entities acquiring the subject property, and shall provide any
23 buyer or other person, corporation or other entity acquiring the subject property with a
24 copy of the Permanent Injunction And Final Judgment Pursuant To Stipulation, and
25 with written notice that the buyer or person, corporation or other entity acquiring the
26 subject property is subject to all of the terms and conditions therein.

1 32. Nothing herein shall preclude the parties from stipulating to alternative or lesser
2 requirements for new property owners in order to facilitate a sale of the subject
3 properties.

4 Duration

5 33. The Court shall conduct a review of the status, and all terms and conditions, of this
6 Permanent Injunction And Final Judgment Pursuant To Stipulation, three (3) years
7 after the date of entry hereof. The Court shall conduct a further review seven (7)
8 years after the date of entry hereof to determine whether the terms and conditions of
9 this Permanent Injunction And Final Judgment Pursuant To Stipulation shall be
10 dissolved, or extended for an additional three (3)-year period at that time. However,
11 nothing shall prevent any party hereto, or any successor or assign of any party, from
12 seeking modification to or relief from any or all provisions of this Permanent Injunction
13 And Final Judgment Pursuant To Stipulation at any time. Nor shall the plaintiffs be
14 foreclosed from seeking additional provisions or and additional extension.

15 Court-Appointed Monitor

16 34. Edward J. Davila shall continue to serve as the Court-appointed Monitor as long as he
17 is willing and shall continue to have the duties and powers granted to him by the Court
18 in Orders previously entered in this action, unless and until either of the parties
19 petitions the Court and the Court agrees to release him from these duties. The Court-
20 appointed Monitor is also authorized to monitor the Defendants' compliance with this
21 Permanent Injunction And Final Judgment Pursuant To Stipulation, and to make
22 recommendations to the Court with respect to sanctions for non-compliance, and with
23 regard to the modification to or relief from any or all of the provisions of this
24 Permanent Injunction And Final Judgment Pursuant To Stipulation. The Court-
25 appointed Monitor shall be paid at the rate of \$200 per hour for services rendered at
26 the request of the Court or for duties specified in this Permanent Injunction And Final
27 Judgment Pursuant To Stipulation. All such fees shall be paid by the Defendants
28

1 except that the Plaintiff requesting a contempt shall pay for the Monitor's time involved
2 in any contempt proceeding in which the contempt is not upheld.

3 Prohibition Against Retaliation

4 35. Defendants shall not take any unlawful retaliatory or intimidating actions, including but
5 not limited to eviction, against any tenant at the subject property. Defendants shall
6 abide by all applicable laws relating to their entry into their tenants' living quarters.
7 Defendants shall not retaliate against any tenant as a result of their involvement or
8 participation in this lawsuit, or as a result of any tenant making complaint(s) about the
9 conditions of their fourplex properties, or for their assertion or exercise of rights under
10 law.

11 Definitions

12 36. For purposes of the Permanent Injunction And Final Judgment Pursuant To
13 Stipulation, "subject property" shall include the residential and carport structures; the
14 residential grounds; and all of the appurtenances and common areas of the residential
15 properties, including the carports and driveways located behind the residential
16 fourplexes of the properties that are owned by the undersigned Defendants and
17 identified in the Complaint.

18 Miscellaneous

19 37. Nothing herein limits the City of San Jose from taking any other action or seeking any
20 other remedy for violations of the San Jose Municipal Code, including criminal and/or
21 administrative remedies. Nothing limits the applicability or effect, if any, of the
22 principles of res judicata or collateral estoppel.

23 38. The undersigned parties hereby execute this Stipulation for the purpose of committing
24 themselves to the general improvement of the Santee neighborhood and they
25 acknowledge that the Stipulation is not punitive in nature.

26 39. Notice to plaintiffs required pursuant to this Permanent Injunction and Final Judgment
27 Pursuant to Stipulation shall be provided to:
28

Micki Hippelli
Office of the San Jose City Attorney
151 West Mission Street
San Jose, CA 95110

Denis Shanagher
Preuss Walker & Shanagher LLP
595 Market St. 16th Floor
San Francisco, CA 94105-2825

40. The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.
41. This Permanent Injunction and Final Judgment Pursuant to Stipulation may be executed in counterparts, and each counterpart shall have the same force and effect as an original.

STIPULATION

For the Plaintiffs:
JOAN R. GALLO, City Attorney

Dated: 4-9-97

By: Carol C. Weinstein
Carol C. Weinstein
Senior Deputy City Attorney
Attorneys for Plaintiffs
CITY OF SAN JOSE and THE PEOPLE OF
THE STATE OF CALIFORNIA

PREUSS, WALKER & SHANAGHER

Dated: March 10, 1997

By: Denis Shanagher
Denis Shanagher
Attorneys for Plaintiff
GINDIN-R&B COMPANY

GINDIN-R&B COMPANY

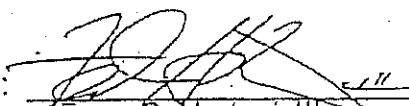
Dated: MARCH 10th 1997

By: John K. Stewart
John K. Stewart, President
Plaintiff

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

For the following Defendants:
PAHL & GOSSELIN

3
4
5 Dated: 3/13/97

By: 
Fenn C. Horton, III
Attorney for Defendants

6
7
8 Dated: _____

By: _____
MARTIN C. ALVAREZ
Defendant

9
10
11 Dated: _____

By: _____
ROSANNA M. ALVAREZ
Defendant

12
13
14 Dated: _____

By: _____
FLORENCIA A. ATKINSON
Defendant

15
16
17 Dated: _____

By: _____
YANG-JWUN BAO
Defendant

18
19
20 Dated: _____

By: _____
JOE M. CABRERA
Defendant

21
22
23 Dated: _____

By: _____
MARTHA M. CABRERA
Defendant

24
25
26 Dated: _____

By: _____
EPHRAIM C. CENCEPCION
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: _____

6 By: _____
Fenn C. Horton, III
Attorney for Defendants

7
8 Dated: 3-26-97

9 By: Martin C. Alvarez
MARTIN C. ALVAREZ
Defendant

10
11 Dated: 3-28-97

12 By: Rosanna M. Alvarez
ROSANNA M. ALVAREZ
Defendant

13
14 Dated: _____

15 By: _____
FLORENCIA A. ATKINSON
Defendant

16
17 Dated: _____

18 By: _____
YANG-JWUN BAO
Defendant

19
20 Dated: _____

21 By: _____
JOE M. CABRERA
Defendant

22
23 Dated: _____

24 By: _____
MARTHA M. CABRERA
Defendant

25
26 Dated: _____

27 By: _____
EPHRAIM C. CENCEPCION
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: _____

6 By: _____
Fenn C. Horton, III
Attorney for Defendants

7
8 Dated: _____

9 By: _____
MARTIN C. ALVAREZ
Defendant

10
11 Dated: _____

12 By: _____
ROSANNA M. ALVAREZ
Defendant

13
14 Dated: 3-10-97

15 By: Florencia A. Atkinson
FLORENCIA A. ATKINSON
Defendant

16
17 Dated: _____

18 By: _____
YANG-JWUN BAO
Defendant

19
20 Dated: _____

21 By: _____
JOE M. CABRERA
Defendant

22
23 Dated: _____

24 By: _____
MARTHA M. CABRERA
Defendant

25
26 Dated: _____

27 By: _____
EPHRAIM C. CENCEPCION
Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: _____

6 By: _____

Fenn C. Horton, III
Attorney for Defendants

7
8 Dated: _____

9 By: _____

MARTIN C. ALVAREZ
Defendant

10
11 Dated: _____

12 By: _____

ROSANNA M. ALVAREZ
Defendant

13
14 Dated: _____

15 By: _____

FLORENCIA A. ATKINSON
Defendant

16
17 Dated: 3-9-97

18 By: 

YANG-JYUN BAO
Defendant

19
20 Dated: _____

21 By: _____

JOE M. CABRERA
Defendant

22
23 Dated: _____

24 By: _____

MARTHA M. CABRERA
Defendant

25
26 Dated: _____

27 By: _____

EPHRAIM C. CENCEPCION
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 For the following Defendants:
4 PAHL & GOSSELIN

5 Dated: _____ By: Fenn C. Horton, III
6 Attorney for Defendants

7
8 Dated: _____ By: MARTIN C. ALVAREZ
9 Defendant

10
11 Dated: _____ By: ROSANNA M. ALVAREZ
12 Defendant

13
14 Dated: _____ By: FLORENCIA A. ATKINSON
15 Defendant

16
17 Dated: _____ By: YANG-JWUN BAO
18 Defendant

19
20 Dated: 3/10/97 By: JOE M. CABRERA
21 Defendant

22
23 Dated: 3/10/97 By: MARTHA M. CABRERA
24 Defendant

25
26 Dated: _____ By: EPHRAIM C. CENCEPCION
27 Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 For the following Defendants:
PAHL & GOSSELIN

5 Dated: _____

6 By: _____
Fenn C. Horton, III
Attorney for Defendants

7
8 Dated: _____

9 By: _____
MARTIN C. ALVAREZ
Defendant

10
11 Dated: _____

12 By: _____
ROSANNA M. ALVAREZ
Defendant

13
14 Dated: _____

15 By: _____
FLORENCIA A. ATKINSON
Defendant

16
17 Dated: _____

18 By: _____
YANG-JWUN BAO
Defendant

19
20 Dated: _____

21 By: _____
JOE M. CABRERA
Defendant

22
23 Dated: _____

24 By: _____
MARTHA M. CABRERA
Defendant

25
26 Dated: 3-9-97

27 By: Ephraim C. Concepcion
28 EPHRAIM C. CONCEPCION
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/9/97
4

By: Ofemia D. Concepcion
OFEMIA D. CENCEPCION
Defendant

5
6
7 Dated: _____

By: _____
JAMES CLEMONS
Defendant

8
9
10 Dated: _____

By: _____
JEANINE CLEMONS
Defendant

11
12
13 Dated: _____

By: _____
BARBARA J. COTTREL
Defendant

14
15
16 Dated: _____

By: _____
ESMERALDO V. ESPOSO
Defendant

17
18
19 Dated: _____

By: _____
ANTONINA T. ESPOSO
Defendant

20
21 Dated: _____

By: _____
DANTE ESPOSO
Defendant

22
23
24 Dated: _____

By: _____
DANTE ESPOSO
Defendant

25
26
27 Dated: _____

By: _____
DANTE ESPOSO
Defendant

28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 OFEMIA D. CENCEPCION
6 Defendant

7 Dated: 3-10-97 By: _____
8 JAMES CLEMONS
9 Defendant

10 Dated: _____ By: _____
11 JEANINE CLEMONS
12 Defendant

13
14 Dated: _____ By: _____
15 BARBARA J. COTTREL
16 Defendant

17 Dated: _____ By: _____
18 ESMERALDO V. ESPOSO
19 Defendant

20
21 Dated: _____ By: _____
22 ANTONINA I. ESPOSO
23 Defendant

24 Dated: _____ By: _____
25 DANTE ESPOSO
26 Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 OFEMIA D. CENCEPCION
6 Defendant

7 Dated: _____ By: _____
8 JAMES CLEMONS
9 Defendant

10 Dated: _____ By: _____
11 JEANINE CLEMONS
12 Defendant

13
14 Dated: 3/9/97 By: Barbara J. Cottrell
15 BARBARA J. COTTREL
16 Defendant

17 Dated: _____ By: _____
18 ESMERALDO V. ESPOSO
19 Defendant

20
21 Dated: _____ By: _____
22 ANTONINA T. ESPOSO
23 Defendant

24 Dated: _____ By: _____
25 DANTE ESPOSO
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____

OFEMIA D. CENCEPCION
Defendant

5
6
7 Dated: _____

By: _____

JAMES CLEMONS
Defendant

8
9
10 Dated: _____

By: _____

JEANINE CLEMONS
Defendant

11
12
13
14 Dated: _____

By: _____

BARBARA J. COTTREL
Defendant

15
16
17 Dated: March 9, 1997

By: 

ESMERALDO V. ESPOSO
Defendant

18
19
20
21 Dated: March 9, 1997

By: 

ANTONINA T. ESPOSO
Defendant

22
23
24 Dated: _____

By: _____

DANTE ESPOSO
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____

OFEMIA D. CENCEPCION
Defendant

5
6
7 Dated: _____

By: _____

JAMES CLEMONS
Defendant

8
9
10 Dated: _____

By: _____

JEANINE CLEMONS
Defendant

11
12
13 Dated: _____

By: _____

BARBARA J. COTTREL
Defendant

14
15
16 Dated: _____

By: _____

ESMERALDO V. ESPOSO
Defendant

17
18
19 Dated: _____

By: _____

ANTONINA T. ESPOSO
Defendant

20
21 Dated: MARCH 8, 1997

By: _____

Dante Esposito
DANTE ESPOSO
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/10/97

4 By: 

FINLAY HENRY
Defendant

5 Dated: _____

6 By: _____

BERNARDINO A. GABRIEL
Defendant

7 Dated: _____

8 By: _____

HONORIA T. GABRIEL
Defendant

9 Dated: _____

10 By: _____

CORRINE GONZALEZ
Defendant

11 Dated: _____

12 By: _____

JONATHAN GONZALEZ
Defendant

13 Dated: _____

14 By: _____

WILLIAM W. GREER
Defendant

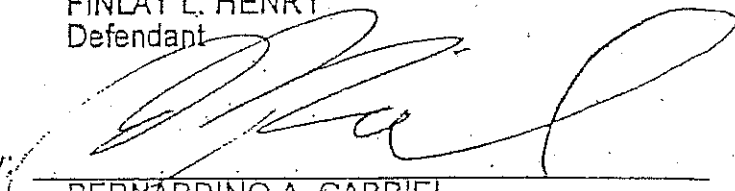
15 Dated: _____


16 By: _____

MARLENE GREER
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: FINLAY L. HENRY
5 Defendant

6 Dated: 3-9-97 By: 
7 BERNARDINO A. GABRIEL
8 Defendant

9 Dated: 3-9-97 By: 
10 HONORIA T. GABRIEL
11 Defendant

12 Dated: _____ By: _____
13 CORRINE GONZALEZ
14 Defendant

15 Dated: _____ By: _____
16 JONATHAN GONZALEZ
17 Defendant

18 Dated: _____ By: _____
19 WILLIAM W. GREER
20 Defendant

21 Dated: _____ By: _____
22 MARLENE GREER
23 Defendant

24
25
26
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____

FINLAY L. HENRY
Defendant

5
6 Dated: _____

By: _____

BERNARDINO A. GABRIEL
Defendant

7
8
9 Dated: _____

By: _____

HONORIA T. GABRIEL
Defendant

10
11
12 Dated: 3/10/97

By: _____

Corrine Gonzalez
CORRINE GONZALEZ
Defendant

13
14
15 Dated: 3-10-97

By: _____

Jonathan Gonzalez
JONATHAN GONZALEZ
Defendant

16
17
18
19 Dated: _____

By: _____

WILLIAM W. GREER
Defendant

20
21
22 Dated: _____

By: _____

MARLENE GREER
Defendant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated: _____ By: FINLAY L. HENRY
Defendant

Dated: _____ By: BERNARDINO A. GABRIEL
Defendant

Dated: _____ By: HONORIA T. GABRIEL
Defendant

Dated: _____ By: CORRINE GONZALEZ
Defendant

Dated: _____ By: JONATHAN GONZALEZ
Defendant

Dated: 3-10-97 By: William W. Greer
WILLIAM W. GREER
Defendant

Dated: 3-10-97 By: Marlene Greer
MARLENE GREER
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3-9-97

4 By:

Ramiel L. Gutierrez
RAMIEL L. GUTIERREZ
Defendant

6 Dated: 3/9/97

7 By:

Elsie A. Gutierrez
ELSIE A. GUTIERREZ
Defendant

9 Dated: _____

10 By:

Guillermo G. Guzman
GUILLERMO G. GUZMAN
Defendant

12 Dated: _____

13 By:

Teodora P. Guzman
TEODORA P. GUZMAN
Defendant

15 Dated: _____

16 By:

Rosalina R. Hafalia
ROSALINA R. HAFALIA
Defendant

18 Dated: _____

19 By:

Tao-Yang Hsieh
TAO-YANG HSIEH
Defendant

21 Dated: _____

22 By:

Anguo T. Huang
ANGUO T. HUANG
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

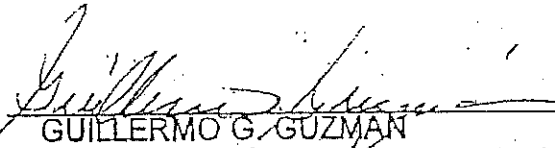
3
4 Dated: _____

By: _____
RAMIEL L. GUTIERREZ
Defendant


5
6
7 Dated: _____

By: _____
ELSIE A. GUTIERREZ
Defendant

8
9
10 Dated: 3/8/97

By: 
GUILLERMO G. GUZMAN
Defendant

11
12
13 Dated: 3/9/97

By: 
TEODORA P. GUZMAN
Defendant

14
15
16
17 Dated: _____

By: _____
ROSALINA R. HAFALIA
Defendant

18
19
20
21 Dated: _____

By: _____
TAO-YANG HSIEH
Defendant

22
23
24 Dated: _____

By: _____
ANGUO T. HUANG
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understa

3
4 Dated: _____ By: RAMIEL L. GUTIERREZ
5 Defendant

6
7 Dated: _____ By: ELSIE A. GUTIERREZ
8 Defendant

9
10 Dated: _____ By: GUILLERMO G. GUZMAN
11 Defendant

12
13 Dated: _____ By: TEODORA P. GUZMAN
14 Defendant

15
16
17 Dated: 3-10-1997 By: Rosalina R. Hafalia
18 ROSALINA R. HAFALIA
19 Defendant

20
21 Dated: _____ By: TAO-YANG HSIEH
22 Defendant

23
24 Dated: _____ By: ANGUO T. HUANG
25 Defendant

26
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____

RAMIEL L. GUTIERREZ
Defendant

5
6
7 Dated: _____

By: _____

ELSIE A. GUTIERREZ
Defendant

8
9
10 Dated: _____

By: _____

GUILLERMO G. GUZMAN
Defendant

11
12
13
14 Dated: _____

By: _____

TEODORA P. GUZMAN
Defendant

15
16
17 Dated: _____

By: _____

ROSALINA R. HAFALIA
Defendant

18
19
20
21 Dated: 3/10/97

By: _____


TAO-YANG HSIEH
Defendant

22
23
24 Dated: _____

By: _____

ANGUO T. HUANG
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____

RAMIEL L. GUTIERREZ
Defendant

5
6
7 Dated: _____

By: _____

ELSIE A. GUTIERREZ
Defendant

8
9
10 Dated: _____

By: _____

GUILLERMO G. GUZMAN
Defendant

11
12
13
14 Dated: _____

By: _____

TEODORA P. GUZMAN
Defendant

15
16
17 Dated: _____

By: _____

ROSALINA R. HAFALIA
Defendant

18
19
20
21 Dated: _____

By: _____

TAO-YANG HSIEH
Defendant

22
23
24 Dated: 3/10/97

By: _____

ANGUO T. HUANG
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: 3-10-97

By: [Signature]

LU YEN HUANG
Defendant

6
7 Dated: _____

By: _____

PACIFICO M. ICASIANO
Defendant

9
10 Dated: _____

By: _____

KAI Y. LAU
Defendant

12
13
14 Dated: _____

By: _____

GOTIA LAU
Defendant

16
17 Dated: _____

By: _____

MANH LE
Defendant

19
20
21 Dated: _____

By: _____

LI HOA LE
Defendant

23
24 Dated: _____

By: _____

KAYNE LIM
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
LU YEN HUANG
Defendant

5
6
7 Dated: 3/9/97

By: Pacifico M. Icasiano
PACIFICO M. ICASIANO
Defendant

8
9
10 Dated: _____

By: _____
KAI Y. LAU
Defendant

11
12
13 Dated: _____

By: _____
GOTIA LAU
Defendant

14
15
16 Dated: _____

By: _____
MANH LE
Defendant

17
18
19 Dated: _____

By: _____
LI HOA LE
Defendant

20
21
22 Dated: _____

By: _____
KAYNE LIM
Defendant

23
24
25
26
27
28

The undersigned parties acknowledge that they have been provided a copy of this Permanent Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated: _____

By: _____
LU YEN HUANG
Defendant

Dated: _____

By: _____
PACIFICO M. IGASIANO
Defendant

Dated: 3-9-97

By: Kai Y. Lau
KAI Y. LAU
Defendant

Dated: 3-9-97

By: GOTIA LAU
GOTIA LAU
Defendant

Dated: _____

By: _____
MANH LE
Defendant

Dated: _____

By: _____
LI HOA LE
Defendant

Dated: _____

By: _____
KAYNE LIM
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
LU YEN HUANG
Defendant

6
7 Dated: _____

By: _____
PACIFICO M. ICASIANO
Defendant

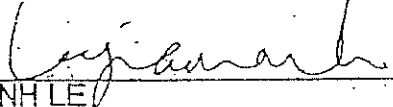
9
10 Dated: _____

By: _____
KAI Y. LAU
Defendant


12
13
14 Dated: _____

By: _____
GOTIA LAU
Defendant

15
16
17 Dated: 3-9-97

By: 
MANH LE
Defendant

18
19
20
21 Dated: 3.9.97

By: 
LI-HOA LE
Defendant

22
23
24 Dated: _____

By: _____
KAYNE LIM
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: LU YEN HUANG
5 Defendant

6
7 Dated: _____ By: PACIFICO M. ICASIANO
8 Defendant

9
10 Dated: _____ By: KAI Y. LAU
11 Defendant

12
13 Dated: _____ By: GOTIA LAU
14 Defendant

15
16 Dated: _____ By: MANH LE
17 Defendant

18
19 Dated: _____ By: LI HOA LE
20 Defendant

21
22 Dated: 3-9-97 By: Kayne Lim
23 Defendant
24
25
26
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/9/97

4 By: 

LINDA S. LIM
Defendant

5
6
7 Dated: _____

By: _____

KUO-HSIANG LIOU
Defendant

8
9
10 Dated: _____

By: _____

RI-YAO LOU
Defendant

11
12
13
14 Dated: _____

By: _____

DAVID B. LUCERO
Defendant

15
16
17 Dated: _____

By: _____

CLARA A. LUCERO
Defendant

18
19
20
21 Dated: _____

By: _____

IGNACIO MADRIZ
Defendant

22
23
24 Dated: _____

By: _____

RAQUEL MADRIZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
LINDA S. LIM
Defendant

6
7 Dated: 3-10-97

By: _____
KUU-HSIANG LIU
Defendant

9
10 Dated: 3-10-97

By: _____
PI-YAO LOU
Defendant

12
13
14 Dated: _____

By: _____
DAVID B. LUCERO
Defendant

16
17
18 Dated: _____

By: _____
CLARA A. LUCERO
Defendant

20
21 Dated: _____

By: _____
IGNACIO MADRIZ
Defendant

23
24
25 Dated: _____

By: _____
RAQUEL MADRIZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____

LINDA S. LIM
Defendant

5
6
7 Dated: _____

By: _____

KUO-HSIANG LIOU
Defendant

8
9
10 Dated: _____

By: _____

PI-YAO LOU
Defendant

11
12
13
14 Dated: 3/9/97

By: _____

David B. Lucero
DAVID B. LUCERO
Defendant

15
16
17 Dated: 3/9/97

By: _____

Clara A. Lucero
CLARA A. LUCERO
Defendant

18
19
20
21 Dated: _____

By: _____

IGNACIO MADRIZ
Defendant

22
23
24 Dated: _____

By: _____

RAQUEL MADRIZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
LINDA S. LIM
Defendant

6
7 Dated: _____

By: _____
KUO-HSIANG LIOU
Defendant

9
10 Dated: _____

By: _____
PI-YAO LOU
Defendant


12
13
14 Dated: _____

By: _____
DAVID B. LUCERO
Defendant

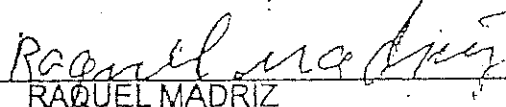
15
16
17 Dated: _____

By: _____
CLARA A. LUCERO
Defendant

18
19
20
21 Dated: 3/10/97

By: 
IGNACIO MADRIZ
Defendant

22
23
24 Dated: 3/10/97

By: 
RAQUEL MADRIZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: 3/10/97

By: William L. McHargue
WILLIAM L. McHARGUE
Defendant

5
6
7 Dated: _____

By: _____
ABRAHAM MENDOZA
Defendant

8
9
10 Dated: _____

By: _____
REMEDIOS MENDOZA
Defendant

11
12
13 Dated: _____

By: _____
THELMA T. MILLARE
Defendant

14
15
16 Dated: _____

By: _____
ROGELIO A. MILLARE
Defendant

17
18
19 Dated: _____

By: _____
GUILLERMO R. MUNOZ
Defendant

20
21
22 Dated: _____

By: _____
ROSA I. MUNOZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
WILLIAM L. McHARGUE
Defendant

5
6
7 Dated: March 10, 1997

By: Abraham J. Mendoza
ABRAHAM MENDOZA
Defendant

8
9
10 Dated: March 10, 1997

By: Remedios M. Mendoza
REMEDIOS MENDOZA
Defendant

11
12
13
14 Dated: _____

By: _____
THELMA T. MILLARE
Defendant

15
16
17 Dated: _____

By: _____
ROGELIO A. MILLARE
Defendant

18
19
20
21 Dated: _____

By: _____
GUILLERMO R. MUNOZ
Defendant

22
23
24 Dated: _____

By: _____
ROSA I. MUNOZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
WILLIAM L. McHARGUE
Defendant

5
6
7 Dated: _____

By: _____
ABRAHAM MENDOZA
Defendant

8
9
10 Dated: _____

By: _____
REMEDIOS MENDOZA
Defendant

11
12
13
14 Dated: 3-9-97

By: Thelma T. Millare
THELMA T. MILLARE
Defendant

15
16
17 Dated: 3-9-97

By: Rogelio A. Millare
ROGELIO A. MILLARE
Defendant

18
19
20
21 Dated: _____

By: _____
GUILLERMO R. MUNOZ
Defendant

22
23
24 Dated: _____

By: _____
ROSA I. MUNOZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: WILLIAM L. McHARGUE
5 Defendant

6
7 Dated: _____ By: ABRAHAM MENDOZA
8 Defendant

9
10 Dated: _____ By: REMEDIOS MENDOZA
11 Defendant

12
13
14 Dated: _____ By: THELMA T. MILLARE
15 Defendant

16
17 Dated: _____ By: ROGELIO A. MILLARE
18 Defendant

19
20
21 Dated: 3/10/97 By: Guillermo Munoz
22 GUILLERMO R. MUNOZ
Defendant

23
24 Dated: 3/10/97 By: Rosa I. Munoz
25 ROSA I. MUNOZ
26 Defendant
27
28

The undersigned parties acknowledge that they have been provided a copy of this Permanent
Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

Dated:

3/10/97

By:

SEVERO C. OZUNA
Defendant

Dated:

By:

EDEN E. PANTALEON
Defendant

Dated:

By:

JAIME F. PANTALEON
Defendant

Dated:

By:

DAVID PERRY
Defendant

Dated:

By:

SOLEDAD F. SALVADOR
Defendant

Dated:

By:

SANTOS SR. SANCHEZ
Defendant

Dated:

By:

ESPERRANZA SANCHEZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
SEVERO C. OZUNA
Defendant

5
6
7 Dated: 3/9/97

By: Eden E. Pantaleon
EDEN E. PANTALEON
Defendant

8
9
10 Dated: 3/9/97

By: Jaime F. Pantaleon
JAIME F. PANTALEON
Defendant

11
12
13
14 Dated: _____

By: _____
DAVID PERRY
Defendant

15
16
17 Dated: _____

By: _____
SOLEDAD F. SALVADOR
Defendant

18
19
20
21 Dated: _____

By: _____
SANTOS SR. SANCHEZ
Defendant

22
23
24 Dated: _____

By: _____
ESPERRANZA SANCHEZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
SEVERO C. OZUNA
Defendant

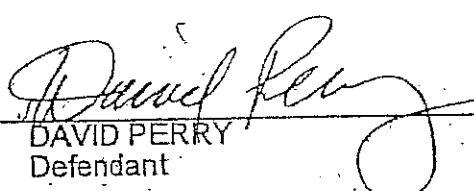
5
6
7 Dated: _____

By: _____
EDEN E. PANTALEON
Defendant

8
9
10 Dated: _____

By: _____
JAIME F. PANTALEON
Defendant

11
12
13
14 Dated: 3/20/97

By: 
DAVID PERRY
Defendant

15
16
17 Dated: _____

By: _____
SOLEDAD F. SALVADOR
Defendant

18
19
20
21 Dated: _____

By: _____
SANTOS SR. SANCHEZ
Defendant

22
23
24 Dated: _____

By: _____
ESPERRANZA SANCHEZ
Defendant

25
26
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____

SEVERO C. OZUNA
Defendant

6
7 Dated: _____

By: _____

EDEN E. PANTALEON
Defendant

9
10 Dated: _____

By: _____

JAIME F. PANTALEON
Defendant

12
13 Dated: _____

By: _____

DAVID PERRY
Defendant

15
16
17 Dated: 3/10/97

By: _____

Soledad F. Salvador
SOLEDAD F. SALVADOR
Defendant

19
20
21 Dated: _____

By: _____

SANTOS SR. SANCHEZ
Defendant

23
24 Dated: _____

By: _____

ESPERRANZA SANCHEZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
SEVERO C. OZUNA
Defendant

5
6
7 Dated: _____

By: _____
EDEN E. PANTALEON
Defendant

8
9
10 Dated: _____

By: _____
JAIME F. PANTALEON
Defendant

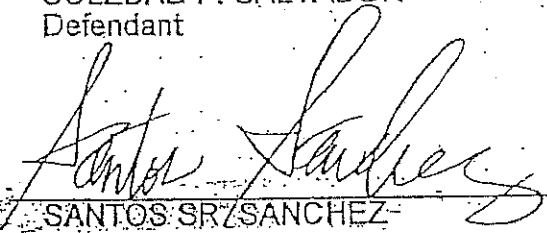
11
12
13 Dated: _____

By: _____
DAVID PERRY
Defendant

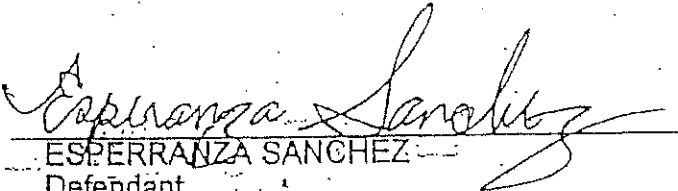
14
15
16
17 Dated: _____

By: _____
SOLEDAD F. SALVADOR
Defendant

18
19
20 Dated: 3/9/97

By: 
SANTOS SR. SANCHEZ
Defendant

21
22
23 Dated: 3/9/97

By: 
ESPERRANZA SANCHEZ
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/27/97 By: Eduardo Santos
4 EDUARDO V. SANTOS
5 Defendant

6
7 Dated: 3/27/97 By: Mercedita Santos
8 MERCEDITA A. SANTOS
9 Defendant

10
11 Dated: _____ By: _____
12 MASAE TOLLER
13 Defendant

14 Dated: _____ By: _____
15 ALVINO VALLES(Z)
16 Defendant

17 Dated: _____ By: _____
18 ADALBERTO VARGAS
19 Defendant

20
21 Dated: _____ By: _____
22 MARIA Z. VARGAS
23 Defendant

24 Dated: _____ By: _____
25 STEPHEN D. VOGEL
26 Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 EDUARDO V. SANTOS
6 Defendant

7 Dated: _____ By: _____
8 MERCEDITA A. SANTOS
9 Defendant

10 Dated: MAR 9, 97 By: Masae Toller
11 MASAE TOLLER
12 Defendant

13
14 Dated: _____ By: _____
15 ALVINO VALLES(Z)
16 Defendant

17 Dated: _____ By: _____
18 ADALBERTO VARGAS
19 Defendant

20
21 Dated: _____ By: _____
22 MARIA Z. VARGAS
23 Defendant

24 Dated: _____ By: _____
25 STEPHEN D. VOGEL
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: _____
5 EDUARDO V. SANTOS
6 Defendant

7 Dated: _____ By: _____
8 MERCEDITA A. SANTOS
9 Defendant

10 Dated: _____ By: _____
11 MASAE TOLLER
12 Defendant

13
14 Dated: March 9, 1997 By: [Signature]
15 ALVINO VALLES(Z)
16 Defendant

17 Dated: _____ By: _____
18 ADALBERTO VARGAS
19 Defendant

20
21 Dated: _____ By: _____
22 MARIA Z. VARGAS
23 Defendant

24 Dated: _____ By: _____
25 STEPHEN D. VOGEL
26 Defendant

27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
EDUARDO V. SANTOS
Defendant

5
6
7 Dated: _____

By: _____
MERCEDITA A. SANTOS
Defendant

8
9
10 Dated: _____

By: _____
MASAE TOLLER
Defendant

11
12
13
14 Dated: _____

By: _____
ALVINO VALLES(Z)
Defendant

15
16
17 Dated: 3-9-97

By: Adalberto Vargas
ADALBERTO VARGAS
Defendant

18
19
20
21 Dated: 3-9-97

By: Maria Z. Vargas
MARIA Z. VARGAS
Defendant

22
23
24 Dated: _____

By: _____
STEPHEN D. VOGEL
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: _____ By: _____
4 EDUARDO V. SANTOS
5 Defendant


6
7 Dated: _____ By: _____
8 MERCEDITA A. SANTOS
9 Defendant

10 Dated: _____ By: _____
11 MASAE TOLLER
12 Defendant

13
14 Dated: _____ By: _____
15 ALVINO VALLES(Z)
16 Defendant

17 Dated: _____ By: _____
18 ADALBERTO VARGAS
19 Defendant

20
21 Dated: _____ By: _____
22 MARIA Z. VARGAS
23 Defendant

24 Dated: 3/10/97 By: 
25 STEPHEN D. VOGEL
26 Defendant
27
28

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: 3/9/97

By: P. Hing Wong
PO H. WONG
Defendant

6
7 Dated: 3/9/97

By: Tsui Chi Wong
TSUI C. WONG
Defendant

9
10 Dated: _____

By: _____
CHO Y. YU
Defendant

12
13
14 Dated: _____

By: _____
BIG H. YU
Defendant

16
17 Dated: _____

By: _____
WALNUT GROVE INCOME ESTATES
HOMEOWNERS ASSOCIATION
Defendant

18
19
20
21 For the following Defendants:
22 MITCHELL, BURROW, GINGERICH & LOQUASHI

23
24 Dated: _____

By: _____
Stephen Loquashi
Attorney for Defendants

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
PO H. WONG
Defendant

5
6
7 Dated: _____

By: _____
TSUI C. WONG
Defendant

8
9
10 Dated: 3-10-97

By: Cho Y. Yu
CHO Y. YU
Defendant

11
12
13 Dated: 3-10-97

By: Big H. Yu
BIG H. YU
Defendant

14
15
16 Dated: _____

By: _____
WALNUT GROVE INCOME ESTATES
HOMEOWNERS ASSOCIATION
Defendant

17
18
19
20
21 For the following Defendants:
22 MITCHELL, BURROW, GINGERICH & LOQUASHI

23 Dated: _____

By: _____
Stephen Loquashi
Attorney for Defendants

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: 3/4/97

4 By: 

RUDOLF USSENKO
Defendant

5
6 Dated: 3/9/97

7 By: 

HELEN H. USSENKO
Defendant

8
9 Dated: _____

10 By: _____

HARDEV S. TAKHAR
Defendant

11
12 Dated: _____

13 By: _____

KANWALJIT K. TAKHAR
Defendant

14
15 Dated: _____

16 By: _____

GILBERT MAROSI
Defendant

17
18 Dated: _____

19 By: _____

CECILIA MAROSI
Defendant

20
21 Dated: _____

22 By: _____

BILL I. FUKUBA
Defendant

23
24 Dated: _____

25 By: _____

ROSE Y. FUKUBA
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
RUDOLF USSENKO
Defendant

5
6 Dated: _____

By: _____
HELEN H. USSENKO
Defendant

7
8
9 Dated: 3/9/97

By: Hardev S. Takhar
HARDEV S. TAKHAR
Defendant

10
11 Dated: 3/9/97

By: Kanwaljit K. Takhar
KANWALJIT K. TAKHAR
Defendant

12
13 Dated: _____

By: _____
GILBERT MAROSI
Defendant

14
15 Dated: _____

By: _____
CECILIA MAROSI
Defendant

16
17 Dated: _____

By: _____
BILL I. FUKUBA
Defendant

18
19 Dated: _____

By: _____
ROSE Y. FUKUBA
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____

By: _____
RUDOLF USSENKO
Defendant

5
6
7 Dated: _____

By: _____
HELEN H. USSENKO
Defendant

8
9 Dated: _____

By: _____
HARDEV S. TAKHAR
Defendant

10
11
12 Dated: _____

By: _____
KANWALJIT K. TAKHAR
Defendant

13
14
15 Dated: 3/10/97

By: Gilbert Marosi
GILBERT MAROSI
Defendant

16
17
18 Dated: 3/10/97

By: Cecilia Marosi
CECILIA MAROSI
Defendant

19
20
21 Dated: _____

By: _____
BILL T. FUKUBA
Defendant

22
23
24 Dated: _____

By: _____
ROSE Y. FUKUBA
Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3
4 Dated: _____ By: RUDOLF USSENKO
5 Defendant

6
7 Dated: _____ By: HELEN H. USSENKO
8 Defendant

9
10 Dated: _____ By: HARDEV S. TAKHAR
11 Defendant

12
13 Dated: _____ By: KANWALJIT K. TAKHAR
14 Defendant

15
16 Dated: _____ By: GILBERT MAROSI
17 Defendant

18
19 Dated: _____ By: CECILIA MAROSI
20 Defendant

21 Dated: 3/10/97 By: Bill Fukuba
22 Defendant

23
24 Dated: 3/9/97 By: Rose Fukuba
25 Defendant

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: March 10, 97

4 By: Edward Baer
EDWARD BARR
Defendant

5
6 For the following Defendants:
LAW OFFICES OF JOSEPH R. KAFKA

7
8
9 Dated: _____

By: _____
Joseph R. Kafka
Attorney for Defendants

10
11
12 Dated: _____

By: _____
DEMETRIOS E. KUTULAS
Defendant

13
14
15
16 Dated: _____

By: _____
ANGELIKI D. KUTULAS
Defendant

17
18
19
20 ORDER

21 IT IS SO ORDERED.

22
23 DATED: _____

24 _____
JUDGE OF THE SUPERIOR COURT

1 The undersigned parties acknowledge that they have been provided a copy of this Permanent
2 Injunction and Final Judgment Pursuant to Stipulation which they have read and fully understand.

3 Dated: _____

4 By: EDWARD BARR
5 Defendant

6
7 For the following Defendants:
8 LAW OFFICES OF JOSEPH R. KAFKA

9 Dated: 3/10/97

10 By: Joseph R. Kafka
11 Attorney for Defendants.

12 Dated: 3/10/97

13 By: Demetrios Kutulas
14 DEMETRIOS E. KUTULAS
15 Defendant

16 Dated: 3/10/97

17 By: ANGELIKI D. KUTULAS
18 ANGELIKI D. KUTULAS
19 Defendant

20
21 ORDER

22 IT IS SO ORDERED.

23 DATED: 4-11-97

24 JEREMY FOGEL

25 JUDGE OF THE SUPERIOR COURT
26
27
28

EXHIBIT A



JOAN R. GALLO
City Attorney

CITY OF SAN JOSE, CALIFORNIA
OFFICE OF THE CITY ATTORNEY

151 WEST MISSION STREET
SAN JOSE, CALIFORNIA 95110
Telephone (408) 277-4454
Facsimile (408) 277-3159

December 9, 1996

Via Facsimile & U.S. Mail

Fenn C. Horton III
PAHL & GOSSELIN
160 West Santa Clara Street, 14th Floor
San Jose, CA 95113

Re: City of San Jose v. Alvarez, et al.
Santa Clara County Superior Court Case No. CV759667

Dear Mr. Horton:

This letter is to address the lighting conditions associated with your clients' buildings, observed in the Santee area, after dark, on November 19, 1996. My observations reflect those areas where lighting was either inadequate, not operable or obstructed by vegetation. Additionally, I have noted where street or carport addresses are missing or not plainly visible during hours of darkness.

Required lighting changes based on my observations of November 19, 1996 were as follows:

Carmelian Street:

- | | |
|---------------|--|
| 1321 | Add lighting to driveway between 1321 and 1328 Santee. |
| 1330 | Add lighting between 1330 and 1340. |
| 1338 (Santee) | No recommendations. |
| 1339 | Add lighting to driveway between 1329 and 1339. |
| 1340 | No lighting on in the courtyard, staircases or to the rear. |
| 1351 | No recommendations. |
| 1352 | No lighting on to the courtyard, staircases or to the rear. Add lighting between 1352 and 1360. |
| 1359 | Trim trees in the front yard higher to allow lighting into darkened areas. |
| 1360 | Remove motion sensor to the rear lighting making it timer operative. Add lighting between 1352 and 1360. |
| 1371 | No recommendations. |
| 1372 | Lighting to the rear is dim. Increase to 150 watt bulb. Add lighting between 1372 and 1380. |
| 1379 | No recommendations. |
| 1387 | No recommendations. |

A

- 1404 No recommendations.
- 1405 No rear lighting on.
- 1411 No recommendations.
- 1412 Add lighting to the front of the building to eliminate dark areas.
Add lighting between 1412 and 1424.
- 1436 No lighting in the courtyard, staircases or to the rear.

Tami Lee:

- 1351 No visible addresses to the street or to the carport area.
- 1359 Place address visible to the rear on the carport in addition to numbers being on the building. Add lighting between the carport and the building. Add lighting to the front of the building facing the street.
- 1360 Add lighting to the front of the building facing the street. Add lighting to the passage way between 1360 and 1368. Add lighting between building and carport. No carport lighting on.
- 1375 Add lighting between 1383 and 1375.
- 1383 No address visible from the carport area. Lighting between 1383 and 1375. Add lighting to the front of the building facing the street.
- 1391 Carport address is not plainly visible at night from the rear. Add lighting between 1391 and 1399.
- 1398 Add lighting between 1398 and 1406. No carport lighting on.
- 1399 Add lighting between the carport and the rear of the building. Add lighting between 1399 and 1391.
- 1406 Add lighting to the front of the building facing the street. Add lighting between the building and the carport area.
- 1407 Add lighting between the carport area and the building. Add lighting to the front of the building facing the street.
- 1414 Add lighting between 1414 and passage way of 1422.
- 1423 Add lighting between 1414 and 1431 to eliminate darkened areas.
- 1431 Add lighting to the area between the carport and the rear of the building. Add lighting between 1431 and 1423 in order to eliminate darkened areas between the buildings.
- 1438 No recommendations.
- 1439 No recommendations.

Crucero Street:

- 1324 Add lighting between 1324 and 1328.
- 1328 Add lighting between 1328 and 1324.
- 1332 Add lighting between 1332 and 1334.
- 1334 Add lighting between 1334 and 1332.

- 1550 No recommendations.
- 1558 No recommendations.
- 1574 Carport area had only one light operating. Add lighting in passageway between 1574 and 1582.
- 1594 No recommendations.
- 1604 No address visible on carport to the rear.
- 1612 No porch lights, courtyard or carport lights on.
- 1620 No recommendations.
- 1640 No carport or courtyard lights on. Address not plainly visible at night in the carport to the rear.

Dubert Street:

- 1352 No recommendations.
- 1353 No recommendations.
- 1368 No carport lights on.
- 1369 One carport light out.
- 1384 Add lighting between 1384 and 1376. Add lighting to the rear area between the building and the carport. No carport lights on.
- 1400 No carport lights on. Add lighting between 1400 and 1408.
- 1401 No carport lights on. Add lighting to the front of the building facing the street.
- 1408 No carport lights on. Add lighting between 1408 and 1400.
- 1409 No porch, carport or courtyard lights on.
- 1417 No carport lights on. Add lighting between the carport and the rear of the building.
- 1424 No recommendations.
- 1441 No carport lights on.
- 1449 No carport lights on. Add lighting to the front of the building facing the street.

Recommendation: Contact PG&E for installation of sodium vapor lights in the alleyways, where possible.

Very truly yours,

JOAN R. GALLO, City Attorney

By:


OFFICER FLORENCE KUHLMANN

EXHIBIT B



JOAN R. GALLO
City Attorney

CITY OF SAN JOSE, CALIFORNIA
OFFICE OF THE CITY ATTORNEY

151 WEST MISSION STREET
SAN JOSE, CALIFORNIA 95110
Telephone (408) 277-4454
Facsimile (408) 277-3159

October 10, 1996

Dear Property Owner:

In order for the Police Department to Enforce the "No Trespassing" signs you have posted, we need your written consent.

Enclosed is a form for you to complete and return to our Office. Once this is completed, enforcement can commence.

Very truly yours,

JOAN R. GALLO
City Attorney

By:

FLORENCE KUHLMANN
Investigator

FK:eta
Enclosure

STATEMENT OF OWNERSHIP AND PERMISSION TO
ENTER LAND TO ENFORCE TRESPASS LAWS AND
ABATE PUBLIC NUISANCES CAUSED BY TRESPASS

_____ (hereinafter the "Owner") has an ownership interest in the land, or is an agent of the owner of the land, or is the person in lawful possession of the land as described on the attached page(s).

_____, as Owner of the herein described property, requests that the San Jose Police Department render assistance by requesting trespassers to leave the property and to enforce state and city trespass laws and other criminal and penal laws.

_____, as Owner of the herein described property, grants the City of San Jose, its officers, agents and employees permission to enter upon the property to enforce state and city trespass laws and other criminal and penal laws.

Date: _____

Signature of Owner/Agent
Phone No.: _____

Property address at which :
enforcement is to occur :

APN Number: _____

EXHIBIT C

SANTEE MASTER PERMIT ADJUSTMENT
CONDITIONS OF APPROVAL

1. This Permit Adjustment is for site improvements consisting of the installation of front yard landscaping, paving, irrigation, front yard fencing, bollards, and exterior lighting only.
2. All new landscaping, paving, irrigation, fencing, and exterior lighting shall be installed by a licensed contractor.
3. Planting and irrigation are to be provided, as indicated on the final Approved Plan Set. Landscaped areas shall be maintained and watered and all dead plant material is to be removed and replaced by the property owner. Irrigation is to be installed in accordance with Part 4 of Chapter 15.10 of Title 15 of the San Jose Municipal Code, Water Efficient Landscape Standards for New and Rehabilitated Landscaping and the City of San Jose Landscape and Irrigation Guidelines.
4. Street trees as shown on approved plans shall be planted on the street frontage to the satisfaction of the Director of the Department of Streets and Traffic. A permit for this is required from the Department of Streets and Traffic, (408) 277-4373.
5. The front yard shall be enclosed by a black wrought-iron/tubular fence which shall always be maintained in a good state of repair. Subject fence shall be of shop welded construction, with hardware that is both bolted-on and welded.
6. Said fence shall be 3.0' to 4.0' high and have 4.0" (maximum) "picket" or rod spacings and a 6.0" (maximum) clearance above grade.
7. Front yard gates may be closed but shall remain unlocked.
8. No chainlink fencing is permitted in the front yard.
9. Exterior lighting is required at each apartment entryway, parking area and walkway. These lights shall be in operation from dusk to dawn. Subject lighting shall be designed, controlled and maintained so that no light source is visible from outside of the property.
10. The property owner shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement.
11. All improvements and requirements of this permit shall be completed by April 15, 1997.

Specifications for Front Yard Fencing and Landscaping

Front Yard Metal Fencing

- Front yard fences shall be three to four feet high with a maximum of six inches of clearance above grade.
- Such fences shall have maximum four inch "picket" spacings.
- Fence material shall be shop welded "wrought iron" or black tubular steel with caps to finish tops of fences.
- No chain link allowed as a fence material.
- Such fences shall be installed in a workmanlike manner. Failure to do so will require the use of a licensed contractor.
- Such fences shall be anchored in concrete.
- Front yard fences must have openings or gates.
- Gates or openings must be adjacent to paved walkways and not over landscaped or bare dirt areas.
- Some properties have existing fences that were installed without the benefit of permit adjustments. These properties also need to comply with the permit adjustment requirements. The adjustment submittal requires a plan of the modification. "As built" drawings of the fences may be submitted, particularly if the existing fences meet the criteria on the first page. If the existing fences do not meet the criteria, then new drawings and improvements are needed for the property.
- Permit adjustments are also required if a property owner wishes to install front private yard/patio fencing in addition to the front yard fencing. Owners may wish to combine such improvements with their other front yard improvements as part of a single permit adjustment submittal.

Minimum Front Yard Landscaping

- Minimum front yard landscaping shall consist of grass.
- As an option, low growing (i.e., no more than two feet high) border plants may be established at the fence line.
- For yards with 80% or more existing concrete, trees shall be added in tree wells and/or some concrete removed for the installation of trees and/or grass.
- There shall be at least one street tree per property in the parkstrip.
- Parkstrips shall have grass, decomposed granite/gravel, or low ground cover in addition to the street tree.
- On Crucero, the park strip could have concrete with tree wells. The concrete must be installed by licensed contractor.
- All landscaping (plants and hardscape) must be maintained at all times.
- Any dead plant material must be replaced.
- Properties with mounds and trees shall eliminate bare dirt conditions under the trees. Properties with existing Monterey Pine trees shall consult with the City Arborist to determine the health and viability of these trees. If the trees are viable, then the mounds beneath them shall be planted with *Cotoneaster dammeri* (Bearberry Cotoneaster), *Hypericum calycinum* (Creeping St. Johnswort), *Juniperus horizontalis* (Juniper), *Lantana montevidensis* (Lantana), *Trachelospermum jasminoides* (Star Jasmine), or other appropriate and hardy plant. Successful establishment of these plants must be monitored by the property owner.
- Irrigation systems shall be in place for front yard landscaping.

- Additional plant materials are listed below:

Plant Name	Low Water Usage	Comments
TREES		
STREET TREES		
<i>Pistacia chinensis</i> - Chinese Pistache (Dubert Ln. & Crucero Dr.)	x	Fall leaf color
<i>Ginkgo biloba</i> - Maidenhair Tree (Santee Dr. & Carnellian Dr.)	x	Fall leaf color
<i>Quercus virginiana</i> - Southern Live Oak (Tami Lee Drive)	x	Evergreen
CANOPY TREES		
<i>Fraxinus uhdei</i> - Evergreen Ash		Evergreen
<i>Quercus coccinea</i> - Scarlet Oak	x	Fall leaf color
SMALL COURTYARD TREES		
<i>Lagerstroemia indica</i> - Crape Myrtle	x	Flowers in summer
<i>Prunus cerasifera</i> "Atropurpurea" - Purple Leaf Plum	x	Flowers in spring
<i>Schinus terebinthifolius</i> - Brazilian Pepper Tree	x	Evergreen
SHRUBS		
TALL SCREEN SHRUBS		
<i>Photinia fraseri</i> - Photinia	x	
<i>Pittosporum undulatum</i> - Victorian Box	x	
<i>Xylosma congestum</i> - Xylosma	x	
MEDIUM HEIGHT		
<i>Cistus purpureus</i> - Orchid Rockrose	x	Flowers in spring
<i>Escallonia "Fradesii"</i> - Escallonia	x	Flowers in summer
<i>Raphiolepis indica</i> - India Hawthorn	x	Flowers in spring
LOW FOUNDATION SHRUBS		
<i>Agapanthus africanus</i> - Lily of the Nile		Flowers in summer
<i>Lantana montevidensis</i> - Lantana	x	Flowers most of year
<i>Trachelospermum jasminoides</i> - Star Jasmine	x	Flowers in spring
VINES		
<i>Macradyena unguis-cati</i> - Cat's Claw	x	Flowers in spring
<i>Clytostoma callistegoides</i> - Violet Trumpet Vine		Flowers in summer

EXHIBIT D

SANTEE PROPERTY MANAGEMENT STATUS REPORT
(Per Permanent Injunction Pursuant to Stipulation)
(Santa Clara Superior Court Action No. CV 759667)

____ Quarter, 19____

Property Management Company:

Address:

Telephone:

Property addresses managed by this firm:

Evictions during Quarter (identify addresses, unit numbers and causes):

Describe any disturbances, criminal activities or police presence that occurred during the quarter by involved property:

Describe any tenant complaints received during the quarter, by address and unit, that remain unresolved to date.

Describe any occupancy violations occurring during the quarter by address and unit number that remain unresolved to date.

Report any code violations by address and unit number that remain unresolved to date.

Describe any other reports provided a property owner during the quarter, by address and unit number, that remain unresolved to date.

Describe any other events of significance during quarter in relation to properties managed by your firm in the Santee neighborhood.

Date: _____

By: _____

Title:

Firm:

Exhibit “E”

1 RICHARD DOYLE, City Attorney (#88625)
2 NORA FRIMANN, Assistant City Attorney (93249)
3 STEVEN B. DIPPELL, Sr. Deputy City Attorney (121217)
4 Office of the City Attorney
5 200 E. Santa Clara St., 16th Floor
6 San Jose, California 95113-1905
7 Telephone Number: (408) 535-1900
8 Facsimile Number: (408) 998-3113

9 Attorneys for Plaintiffs, CITY OF SAN JOSE and
10 PEOPLE OF THE STATE OF CALIFORNIA

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF SANTA CLARA

13 CITY OF SAN JOSE; PEOPLE OF THE
14 STATE OF CALIFORNIA; GINDIN-R&B
15 COMPANY,

16 Plaintiffs,

17 vs.

18 MARTIN C. & ROSANNA M. ALVAREZ, *et al*,

19 Defendants.

NO. 1-96-CV 759667

AMENDED PERMANENT
INJUNCTION

Date: December 19, 2013
Time: 9:00 a.m.
Dept: 20
Judge: Kevin McKenney

20 As a result of Plaintiff CITY OF SAN JOSE's motion to modify the injunctions
21 previously issued by the Court pertaining to the properties in the Santee Neighborhood of
22 San Jose identified by Assessor Parcel Number in Exhibit A attached hereto (collectively
23 referred to hereinafter as the "Santee Properties").

24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

25 ///

26 ///

27 ///

1 AMENDED INJUNCTION

2 PROPERTY OWNER RESPONSIBILITY

- 3 1. Each of the owners of the Santee Properties¹ shall be responsible for conformity with
4 each and all of the terms and conditions of this Amended Injunction relating to the
5 properties that they own.
- 6 2. The owners who are part of the neighborhood known as "Walnut Grove" shall attend
7 regular meetings of the Walnut Grove Income Estates Homeowner's Association.

8 PHYSICAL IMPROVEMENTS

- 9 3. The owners shall maintain the Santee Properties in conformity with all applicable laws
10 and regulations concerning the maintenance of their properties, and ensure that the
11 Santee Properties conform to minimum standards of habitability.
- 12 4. The owners shall equip and maintain in a state of good repair each and all of the
13 following enumerated items at the Santee Properties:
- 14 (a) Posted drug abatement signs on the front and the back sides of each fourplex
15 structure. The drug abatement signs shall be an 11 inch by 17 inch copy of the
16 signs previously furnished by the San Jose City Attorney's Office. The property
17 owners shall be responsible for maintaining the drug abatement signs in a
18 condition of good repair and replacing them as necessary. The signs shall be
19 posted in English, Spanish, Vietnamese and Cambodian, and shall be placed
20 prominently on each structure at the subject property, to the satisfaction and
21 with the prior approval of the designee of the San Jose Police Department;
- 22 (b) Posted "NO TRESPASSING-NO LOITERING" signs on the front and back sides
23 of the fourplex structures. The "no trespassing-no loitering" signs shall be an 11
24 inch by 17 inch copy of the signs previously furnished by the San Jose City
25 Attorney's Office. The property owners shall be responsible for maintaining the
26 "no trespassing" signs in a condition of good repair and replacing them as
27

28 ¹ The Santee Properties are identified in Exhibit A, attached hereto and made a part hereof by this reference.

necessary. The signs shall be posted in English, Spanish, Vietnamese and Cambodian, and shall be placed prominently on each structure at the subject property, to the satisfaction and with the prior approval of the designee of the San Jose Police Department;

- (c) Apartment numbers shall be affixed to the door of each rental unit;
- (d) Street address numbers that are plainly visible from both the street and the driveways behind the fourplex properties;
- (e) Adequate exterior lighting, to the satisfaction of the City Attorney; and
- (f) Fire extinguishing equipment and smoke alarms in compliance with all applicable laws and regulations.

5. Owners of the Santee Properties shall maintain enrollment in the San Jose Police Department's S.T.O.P. ("Stop Trespassing on Public/Private Property") Program, and thereby authorize the San Jose Police Department to enter the Santee Properties to enforce trespassing and other laws. S.T.O.P. Program applications, available via the Police Department's web site, are to be completed and renewed as often as necessary to maintain current enrollment in the program.²

PROPERTY MAINTENANCE

6. The owners shall immediately remove any and all existing graffiti at the Santee Properties, and shall thereafter remove any existing graffiti within forty-eight (48) hours.
7. The owners shall immediately provide the following maintenance at and upon the premises of the Santee Properties, said maintenance to be provided on a continual basis:
- (a) Remove litter on a daily basis;
 - (b) Cause garbage to be stored in proper garbage bins with adequate bin capacity; and cause garbage to be removed, as required by the San Jose Municipal

² Information about the S.T.O.P. Program and application forms are presently available at http://www.sjpd.org/ReportingCrime/STOP_Program.html.

Code, and eliminate improperly stored and overflowing uncollected garbage within 24 hours;

- (c) Cause recyclable materials to be stored in proper recycling bins and to be removed as required by the San Jose Municipal Code, and immediately eliminate and properly dispose of improperly stored items;
- (d) Cause proper and daily removal of refrigerators, furniture, and other appliances and debris that are left on the premises of their properties; and
- (e) Post towing signs in the parking areas, as required by the contract tow company.

PROPERTY MANAGEMENT

- 8. The owners are responsible for ensuring that the property manager(s) they retain, if any, perform their duties in conformity with the provisions of this Amended Injunction.

WRITTEN RENTAL APPLICATIONS AND AGREEMENTS

- 9. The owners shall require and maintain a written Rental Application form for each renter at their properties. The written Rental Application form shall be fully completed for each current tenant and each future tenant applicant, and shall include but not be limited to the following information for each adult over the age of eighteen (18):
 - (a) Full name, including last name, first name and middle name;
 - (b) Date of birth;
 - (c) Photocopies of two (2) forms of identification, including a photo identification; and
 - (d) Disclosure of any convictions during the past five (5) year period for any felony; any crime involving the sale, use or possession of any controlled substance; and any crime involving vandalism.
- 10. A copy of the written Rental Application form, which includes each and all of the above provisions 9(a) through 9(d), shall be provided to the City Attorney or his designee upon request, within forty-eight (48) hours.

1 11. The owners shall require and maintain a written Rental Agreement for each renter at
2 their properties. The written Rental Agreement shall be completed for each existing
3 rental unit, for both current tenants and future tenants. The Rental Agreement shall be
4 fully completed by all of the current and future adult tenants of each rental unit, and
5 shall include but not be limited to the following information, which information shall be
6 kept current and accurate:

- 7 (a) The full name of each of the tenants currently residing in each rental unit;
- 8 (b) The license plate numbers of tenants' vehicles approved for on-site parking;
- 9 (c) A photocopy of a photo identification for each adult tenant;
- 10 (d) A rental clause which provides that if there is any change in the residents
11 occupying the rental units subsequent to the execution of the Rental
12 Agreement, the tenants must provide written notice of any and all such changes
13 in both the number and the identity of the new tenant(s) living in that rental unit,
14 and must get approval from the property owner prior to implementing any such
15 change in tenancy;
- 16 (e) A rental clause prohibiting subletting of any residential unit without the property
17 owner's written approval, which shall not be unreasonably withheld. The
18 provisions contained herein requiring written rental applications and written
19 rental agreements apply equally to sublessees;
- 20 (f) A rental clause limiting the maximum number of occupants for each rental unit,
21 in conformity with all applicable State and local occupancy standards;
- 22 (g) A rental clause prohibiting anyone other than the identified and approved
23 tenants from residing at the property;
- 24 (h) A rental clause prohibiting any guest of the approved tenants from staying at the
25 property for a period of over thirty (30) days during any calendar year;
- 26 (i) A rental clause requiring proper disposal of garbage and separation and deposit
27 of recyclable materials at the property;
- 28

1 (j) A rental clause which provides that if any occupant of a rental unit is found to be
2 selling, possessing, using or under the influence of any controlled substance at
3 the property, or if any of the tenant's visitors to a rental unit are found to be
4 selling, using or under the influence of any controlled substance at the property,
5 then this shall be cause for immediate termination of the rental agreement for all
6 occupants of that rental unit; and

7 (k) A rental clause that incorporates written tenant "Rules of Conduct" for the
8 tenants.

9 12. The written Rental Agreement, which includes each and all of the above provisions
10 11(a) through 11(k), shall be maintained for each rental unit, and shall be immediately
11 provided to the City Attorney or his designee upon request, within forty-eight (48)
12 hours. The information contained in the written Rental Agreement shall be provided to
13 non-English speaking tenants in Spanish, Vietnamese and Cambodian upon the
14 tenant's request. The tenants shall be advised by the property owner of the availability
15 of the written rental agreement in each of these languages.

16 **TENANT IDENTIFICATION**

17 13. The owners shall maintain and make available to the City, upon request, within forty-
18 eight (48) hours, in writing, an updated and current listing identifying each and all of
19 the adult tenants residing at the subject property, as well as copies of the written rental
20 agreements, photocopies of a photo identification for each adult tenant, and tenant
21 "Rules of Conduct."

22 **TENANT RULES OF CONDUCT**

23 14. The owners shall provide all tenants with written "Rules of Conduct." The written
24 "Rules of Conduct" shall be signed by all adult tenants over the age of eighteen (18) at
25 the time that the written rental agreement is executed. The "Rules of Conduct" shall
26 state that the tenants are required to conform to the following standards at the property
27 where they reside:

28 (a) Comply with all of the terms and conditions of the written rental agreement;

- (b) Limit the persons who are residing at the residential units to the persons who are identified and approved for tenancy, and conform with all applicable State and local occupancy standards.;
- (c) Comply with all applicable parking provisions and refrain from storing inoperable vehicles;
- (d) Properly dispose of garbage, in designated trash receptacles;
- (e) Separate and deposit recyclable materials in designated recycling receptacles;
- (f) Refrain from littering;
- (g) Use appliances and fixtures in the residential units in a safe and proper manner;
- (h) Refrain from storing any personal belongings in an unsafe manner on any of the exterior portions of the residential premises;
- (i) Refrain from creating unreasonably loud noise;
- (j) Refrain from drinking alcoholic beverages in the common areas, including the carports and driveways; and on the adjacent sidewalk area; and
- (k) Ensure that the tenant's visitors conduct themselves in conformity with the tenant "Rules of Conduct."

15. The information contained in the tenant "Rules of Conduct" shall be provided to non-English speaking tenants in Spanish, Vietnamese and Cambodian upon the tenant's request. The tenants shall be advised by the property owner of the availability of the tenant Rules of Conduct in each of these languages.

16. Nothing herein requires a property owner to authorize a property manager, if any, to expend funds or initiate legal proceedings on behalf of the owner without express owner approval.

ADDITIONAL RESPONSIBILITIES OF PROPERTY OWNERS

17. In order to maintain compliance with this Amended Injunction, the owners and/or property managers they retain, if any, shall:

- (a) Conduct frequent visual inspections of the common areas of the Santee Properties to ensure decent, safe and sanitary living conditions;

- 1 (b) Conduct visual inspections of the interior portions of each of the rental units at
2 least once every six (6) months to ensure decent, safe and sanitary living
3 conditions;
- 4 (c) Make all repairs and improvements to the Santee Properties needed to
5 maintain the property in conformity with the law and in a habitable condition;
- 6 (d) Remove all trash and debris from the common areas of the Santee Properties
7 on a frequent basis;
- 8 (e) Take all reasonably necessary steps to ensure that the tenants and visitors at
9 the Santee Properties refrain from conducting any illegal drug related activity or
10 engaging in any other illegal activity at and around the properties, and otherwise
11 ensure conformity with the provisions of this Amended Injunction;
- 12 (f) Take all reasonably necessary steps to ensure that the tenants comply with the
13 terms of the written Rental Agreement and the written "Rules of Conduct;"
- 14 (g) Report to the San Jose Police Department any and all suspected violations of
15 law by any persons at the Santee Properties;
- 16 (h) Take no action that would violate the provisions of this Amended Injunction; and
- 17 (i) Maintain a written log documenting compliance with the terms of this Amended
18 Injunction, and immediately make that log available to the City upon request.

19 **TENANT OVERCROWDING**

- 20 18. The owners shall ensure that the number of tenants per rental unit at their properties
21 does not exceed the maximum number permitted by the Uniform Housing Code and
22 the San Jose Municipal Code.

23 **PARKING RESTRICTIONS AND TOWING**

- 24 19. The owners shall maintain a parking policy at and upon the premises of the Santee
25 Properties on a continual basis, including the following:
- 26 (a) Enforcing parking and towing rules;
- 27 (b) Removing abandoned vehicles within twenty-four (24) hours; and
- 28 (c) Maintaining a contract with a properly permitted towing company.

- 1 20. The owners shall limit the parking spaces at the Santee Properties to tenants and
2 visitors only, with the number of parking spaces per unit assigned in accordance with
3 the written provisions of the Rental Agreement. The owners shall designate on the
4 Rental Agreement the number of parking space(s) assigned to each rental unit.
5 Tenant cars that are approved for parking at the Santee Properties shall have clearly
6 visible tenant parking stickers affixed to the inside rear window of each of the vehicles.
7 Separate areas for tenant parking and for visitor parking shall be clearly identified. "No
8 parking" zones shall be clearly marked. Fire zones shall be identified in consultation
9 with the San Jose Fire Department and in conformity with all applicable laws.
- 10 21. The owners shall maintain a contract with a properly permitted towing company for the
11 enforcement of the parking provisions of the Rental Agreement.

12 **SECURITY**

- 13 22. The owners shall, either individually or collectively, maintain a contract with a
14 professional security service to provide competent security services at the Santee
15 Properties. The security service provider(s) shall be identified by owners and pre-
16 approved by the Court. The owners shall advise the security service provider(s) of
17 each and all of the terms and conditions of this Amended Injunction, and instruct the
18 security service provider(s) to advise the property owner of steps required to maintain
19 the Santee Properties in conformity with the terms and conditions of this Amended
20 Injunction. The owners shall notify the City, in writing, before requesting the court's
21 approval of any changes in security service provider(s).
- 22 23. Admiral Security Services, Inc., is hereby approved as the security service provider for
23 the Santee Properties, commencing May 1, 2008. Such approval is conditioned upon,
24 among other items, their ability to:
- 25 (a) Provide a minimum of four armed uniformed security guards during the summer
26 months (May 1 through August 30, inclusive) and a minimum of two armed
27 uniformed security guards during the remaining months of the year;
28

1 (b) Comply with the minimum state requirements for a security service operator
2 currently set forth in Sections 7582 through 7582.28 and 7583 through 7583.46,
3 inclusive, of the California Business and Professions Code including but not
4 limited to a having a current license to provide security services and a business
5 certificate;

6 (c) Employ security guards that meet the minimum state requirements currently set
7 forth in Sections 7583 through 7583.46 and 7585 through 7585.20, inclusive, of
8 the California Business and Professions Code, including but not limited to
9 having a current security guard registration and current permit(s) for firearms,
10 batons or any other equipment employed by the security guards; and

11 (d) Furnish security guards with two-way radios or other communication devices.

12 24. Property owners who own property in Walnut Woods shall individually contract with
13 Admiral Security Services, Inc., for security services.

14 25. Property owners who own property in Walnut Grove Income Estates shall, by and
15 through the Walnut Grove Income Estate Homeowners Association, collectively
16 contract with Admiral Security Services, Inc., for security services. The security
17 service contract shall be administered by the Walnut Grove Income Estates
18 Homeowner's Association.

19 26. As long as such contracts remain in effect, unless otherwise ordered by the Court,
20 property owners and their successors-in-interest shall be deemed to be in compliance
21 with their obligation to retain professional security services.

22 27. Property owners, by and through the Walnut Grove Income Estates Homeowner's
23 Association, shall monitor Admiral Security Services, Inc., to ensure ongoing
24 compliance with minimum state requirements and all other standards set forth herein
25 and in the Amended Injunction.

26 28. Property owners, by and through the Walnut Grove Income Estates Homeowner's
27 Association shall, within forty-eight (48) hours of a written request by the City
28 Attorney's Office, provide the City Attorney with documentation to support compliance

1 with the state minimum requirements and any other standards set forth in the
2 Amended Injunction and by the Court for security service operators and security
3 guards.

4 29. All property owners shall comply with the security service standards set forth herein.

5 30. Security issues before the Court are issues of all Santee Properties and therefore the
6 burdens and benefits of the security agreements shall be borne equally by property
7 owners and their successors-in-interest.

8 **RELOCATION OBLIGATION**

9 31. The owners shall provide relocation assistance to the tenants of the subject property,
10 pursuant to San Jose Municipal Code §§17.20.2000, *et seq.*, to the extent that any
11 tenants are displaced within the meaning of San Jose Municipal Code §17.20.2050.

12 **GENERAL PROVISIONS**

13 32. The parties to this Amended Injunction shall bear their own costs and expenses,
14 including attorneys' fees, arising from the imposition of this Amended Injunction, but
15 the City has reserved its right to seek reimbursement of the costs, including attorneys'
16 fees, of monitoring compliance with, and/or enforcement of, this injunction.

17 **JURISDICTION**

18 33. This Court has jurisdiction of the subject matter herein and the parties to this action,
19 and jurisdiction shall be retained for purposes of interpretation and enforcement of the
20 provisions of this Amended Injunction.

21 **APPLICABILITY**

22 34. Each and all of the requirements for compliance with the terms and provisions of this
23 Amended Injunction shall be continuing in nature. The provisions of this Amended
24 Injunction are applicable to the current owners of the Santee Properties, as well as
25 their partners, successors, and assigns; and to all persons, corporations, or other
26 entities acting by, through, under or on behalf of them; and to all persons,
27 corporations, or other entities acting in concert with or participating with the owners
28 with actual or constructive knowledge of this Amended Injunction. The owners shall,

1 within ten (10) days after the close of escrow, provide the City Attorney's Office with
2 written notice of any and all new buyers or persons, corporations or other entities
3 acquiring the subject property, and shall provide any buyer or other person,
4 corporation or other entity acquiring the subject property with a copy of this Amended
5 Injunction, and with written notice that the buyer or person, corporation or other entity
6 acquiring the subject property is subject to all of the terms and conditions therein.

- 7 35. Nothing herein shall preclude the parties from stipulating to alternative or lesser
8 requirements for new property owners in order to facilitate a sale of the subject
9 properties.

10 **DURATION**

- 11 36. Each and all of the terms and provisions of this Amended Injunction shall be
12 continuing in nature. However, nothing shall prevent any party hereto, or any
13 successor or assign of any party, from seeking further modification to or relief from any
14 or all provisions of this Amended Injunction at any time.

15 **PROHIBITION AGAINST RETALIATION**

- 16 37. The owners shall not take any unlawful retaliatory or intimidating actions, including but
17 not limited to eviction, against any tenant at the subject property. The owners shall
18 abide by all applicable laws relating to their entry into their tenants' living quarters. The
19 owners shall not retaliate against any tenant as a result of their involvement or
20 participation in this lawsuit, or as a result of any tenant making complaint(s) about the
21 conditions of their fourplex properties, or for their assertion or exercise of rights under
22 law.

23 **DEFINITIONS**

- 24 38. For purposes of the Amended Injunction, "Santee Properties" shall include the
25 residential and carport structures; the residential grounds; and all of the
26 appurtenances and common areas of the residential properties, including the carports
27 and driveways located behind the residential fourplexes of the properties identified in
28 Exhibit A.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

EXHIBIT A
Santee Properties

PROPERTY ADDRESS	APN NUMBER
1321 Carnelian	477-28-057
1322 Carnelian	477-32-184
1329 Carnelian	477-28-056
1330 Carnelian	477-32-185
1339 Carnelian	477-28-055
1340 Carnelian	477-32-186
1351 Carnelian	477-28-054
1352 Carnelian	477-32-187
1359 Carnelian	477-28-053
1360 Carnelian	477-32-188
1371 Carnelian	477-28-052
1372 Carnelian	477-32-189
1379 Carnelian	477-28-051
1380 Carnelian	477-32-177
1387 Carnelian	477-28-050
1388 Carnelian	477-32-190
1404 Carnelian	477-32-191
1405 Carnelian	477-28-049
1411 Carnelian	477-28-048
1412 Carnelian	477-32-192

EXHIBIT A

Santee Properties

PROPERTY ADDRESS	APN NUMBER
1423 Carnelian	477-28-047
1424 Carnelian	477-32-193
1435 Carnelian	477-28-046
1436 Carnelian	477-32-180
1323 Crucero	477-28-045
1324 Crucero	477-28-089
1328 Crucero	477-28-088
1332 Crucero	477-28-086
1334 Crucero	477-28-087
1338 Crucero	477-28-085
1339 Crucero	477-32-181
1344 Crucero	477-28-084
1550 Crucero	477-32-126
1558 Crucero	477-32-125
1566 Crucero	477-32-124
1574 Crucero	477-32-123
1582 Crucero	477-32-122
1588 Crucero	477-32-121
1594 Crucero	477-32-120
1604 Crucero	477-32-119
1612 Crucero	477-32-118

EXHIBIT A

Santee Properties

PROPERTY ADDRESS	APN NUMBER
1620 Crucero	477-32-117
1628 Crucero	477-32-116
1640 Crucero	477-32-115
1652 Crucero	477-32-114
1352 Dubert	477-32-163
1353 Dubert	477-32-162
1360 Dubert	477-32-164
1368 Dubert	477-32-165
1369 Dubert	477-32-160
1376 Dubert	477-32-166
1377 Dubert	477-32-159
1384 Dubert	477-32-167
1385 Dubert	477-32-158
1392 Dubert	477-32-168
1393 Dubert	477-32-157
1400 Dubert	477-32-169
1401 Dubert	477-32-156
1408 Dubert	477-32-170
1409 Dubert	477-32-155
1416 Dubert	477-32-171
1417 Dubert	477-32-154

EXHIBIT A

Santee Properties

PROPERTY ADDRESS	APN NUMBER
1424 Dubert	477-32-172
1425 Dubert	477-32-153
1432 Dubert	477-32-173
1433 Dubert	477-32-152
1441 Dubert	477-32-151
1448 Dubert	477-32-175
1449 Dubert	477-32-150
1328 Santee	477-28-058
1338 Santee	477-32-182
1351 Tami Lee	477-32-139
1359 Tami Lee	477-32-138
1360 Tami Lee	477-32-140
1367 Tami Lee	477-32-137
1368 Tami Lee	477-32-141
1375 Tami Lee	477-32-136
1376 Tami Lee	477-32-142
1382 Tami Lee	477-32-143
1383 Tami Lee	477-32-135
1391 Tami Lee	477-32-134
1398 Tami Lee	477-32-144

EXHIBIT A
Santee Properties

PROPERTY ADDRESS	APN NUMBER
1399 Tami Lee	477-32-133
1406 Tami Lee	477-32-145
1407 Tami Lee	477-32-132
1414 Tami Lee	477-32-146
1415 Tami Lee	477-32-131
1422 Tami Lee	477-32-147
1423 Tami Lee	477-32-130
1430 Tami Lee	477-32-148
1431 Tami Lee	477-32-129
1438 Tami Lee	477-32-149
1439 Tami Lee	477-32-138
1447 Tami Lee	477-32-127